

SOUTHWESTERN

LAW SCHOOL Los Angeles, CA

Contract Approval and Signing Authority Policy

Board of Trustees policy originally approved December 8, 2021. Effective immediately.

Revision history: Revised April 6, 2022; technical edits made in October 2023; substantive edits approved April 23, 2024; technical edits made in November 2024; technical edits made in September 2025.

Related policies: Gift Acceptance and Crediting Policy; Investment Policy Statement; Check-Signing and Financial Controls Policy; Conflict of Interest Policy (for Trustees and Officers); Conflicts of Interest and Commitment Policy; Record Retention and Disposal Policy

Scheduled Review Date: September 2027 (Chief Financial Officer and President and Dean's Office)

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1. **Purpose and Scope:** This Policy specifies the signing authority for Contracts to be executed on behalf of Southwestern Law School. This Policy applies to all Contracts to which Southwestern is a party or that obligate Southwestern. It does not apply to signatures or approvals required for processes internal to the Law School (e.g., time sheets, leave approvals, journal entries, etc.). The Policy applies to Board members, employees, and students.
2. **Objective:** The objectives of this Policy are to ensure that only those individuals with appropriate approval and accountability sign Contracts on behalf of Southwestern and that Contracts are reviewed appropriately.
3. **Definitions:**
 - a. **"Contract"** means any written agreement, contract (including any renewal, extension, modification, or amendment of an existing contract), subcontract, letter of intent, memorandum of understanding, memorandum of agreement, legal action, settlement agreement, separation agreement, subscription agreement, appointment letter, academic agreement, clinic agreement, engagement letter, non-disclosure agreement, affiliation agreement, material transfer agreement, articulation agreement, employment contract, gift agreement, lease, license, purchase order, deed, promissory note, transfer, instrument, assignment, obligation, waiver, consent, letter of credit, line of credit, certificate or other document, that includes provisions that may be binding on the Law School. A contract may or may not involve the payment of money.
 - b. **"Academic Agreement"** means an (i) agreement with another organization involving curricular offerings, instruction, delivery of instruction, admission of students, transfer of academic credit, or support of students or (ii) agreement that appoints an individual to, continues a person in, or renews an individual for a full-

time or part-time faculty position at the Law School, whether for a term or indefinitely (e.g., with tenure).

- c. **“Aggregate”** means the amount anticipated to be spent over the term of the Contract.
- d. **“Clinic Agreement”** means an agreement between an authorized clinic at the Law School and (i) a client to provide legal services, (ii) an outside lawyer or legal organization to serve as co-counsel for a client (unless the individual would be appointed as an adjunct professor, in which case the agreement would be an [Academic Agreement](#)), (iii) an outside individual or organization to provide services needed to represent a client (e.g., translation services, transcription services, or expert witness), (iv) one or more other parties to settle or resolve a client matter (e.g., a settlement agreement), (v) another party to seek or receive statutory attorney’s fees or to recover expenses, and (vi) another organization to prepare a white paper, position, paper, amicus brief, or similar research-based product agreement on a particular matter within the scope of the clinic.
- e. **“Initiate”** means to recommend that Southwestern engage a particular vendor or consultant or complete a proposed transaction. This Policy focuses on preventing a single individual from inappropriately causing Southwestern to engage a particular vendor or consultant or complete a proposed transaction without review by others.
- f. **“Sponsored Program Agreement”** means a Contract for services or products to be provided by Southwestern employees or students (research, public service, instruction, etc.) to support programs contracted or sponsored through external funding sources. Examples include grants, subgrants, and externship agreements.

4. **General Principles:**

- a. **Stewardship and best value:** An important part of Southwestern’s responsible stewardship of resources is ensuring that only those individuals with appropriate approval and accountability are authorized to approve transactions. Southwestern’s goal for every Contract is to obtain the best value possible. “Best value” is determined by evaluating many factors—including price, delivery capabilities, quality, past performance, training, financial stability, service capabilities, ease of ordering, payment, etc.—and selecting a provider that offers the best combination of those factors. The initiating unit or individual must review the Contract with this principle in mind.

- b. Retained authority:** The Board of Trustees retains all authority to contract and sign Contracts not assigned under this Policy.
- c. Authorization, delegation, and accountability:** Generally, no individual is authorized to sign or approve a Contract unless the authority to do so has been formally assigned under the most current version of this Policy or through a delegation that meets the criteria listed below.
- i. Delegation requirements:** When this Policy permits further delegation of signing authority, that delegation must:
- be given in advance and in writing;
 - be placed on Southwestern letterhead or in an email from the delegating individual's official Southwestern email account;
 - be given only to another manager (administrative assistants and non-exempt personnel may not be given signing authority);
 - be made to a specific title and not a named individual;
 - state the scope of the delegation (e.g., type of Contract, maximum dollar amount of the delegation, time period of the delegation, whether renewals, extensions, modifications, and amendments are included);
 - include specific spending limits or payment approval requirements (e.g., for periodic or performance-based payments required under a Contract); and
 - be maintained by the delegating party and the office required to retain that type of Contract, as described in [Section 7](#). (In the absence of a General Counsel, the Chief Financial Officer may retain non-confidential and non-privileged Contracts and the Dean's Office will maintain confidential and privileged Contracts.)
- ii. Voiding or withdrawing further delegations:** The President and Dean ("Dean") has the discretion to void, withdraw, or change delegated authority for individuals other than the Board Chair and Chief Financial Officer.
- iii. Accountability is nondelegable:** While authority and responsibility can be delegated, accountability cannot. Signing-authority responsibility must not be delegated without careful consideration and appropriate instruction. The delegator is responsible for supervising the individual to whom authority has been delegated; consequently, the delegator retains full accountability for any transactions approved on the delegator's behalf.

- d. **Conflicts of interest:** It is the responsibility of all Southwestern Board members and employees to ensure that Southwestern does not knowingly enter into Contracts that present conflicts of interest. A conflict of interest refers to a situation when an employee possesses a personal, financial, or professional interest that may compromise their ability to objectively fulfill their duties, make decisions, or allocate resources within Southwestern. Individuals with signing authority must exercise their authority in a manner consistent with applicable conflict-of-interest policies. If a potential or actual conflict arises, an individual who otherwise has contract approval or signing authority must disclose the conflict promptly to their supervisor before entering contract negotiations or before approving or signing a Contract. The individual with a conflict of interest must excuse themselves from any involvement in the Contract. In addition to actual conflicts of interests, those with contracting and signing authority must also be sensitive to perceived conflicts of interest and must also discuss those with their supervisor before negotiating, approving, or signing a Contract.

- e. **Policy conflicts:** A Contract should not be signed if it violates or conflicts with a Southwestern policy. If a policy conflict arises, it should be resolved by the Dean in consultation with the General Counsel, if any, or the Chief Financial Officer in the absence of a General Counsel. When a Board-approved policy is at issue, the Dean must also consult with the Board Chair before authorizing the contracting process to proceed.

- f. **Segregation of duties and responsibilities:** Segregation of duties and responsibilities provides proper controls. As the dollar cost and complexity of a Contract increases, so do the level of authority and responsibility required to obligate the Law School.

- g. **GAAP, audit trail, and budget:** The Law School intends to comply with Generally Accepted Accounting Practices (GAAP). As such, anyone authorizing a Contract must ensure that each transaction is (i) supported by a budget **and** (ii) classified or defined as an allowable expenditure on a specific account **and** (iii) must maintain records sufficient to allow for a financial audit of the transaction. The Finance Office is the single point of contact for all centralized payment activities.

- h. **Authorized signer cannot sign:**
 - i. **Dean:** If the Dean must approve a Contract, but cannot sign for any reason—including, for example, absence or conflict of interest—and the Contract is time-sensitive, a Vice Dean may sign. The Chief Financial Officer may also sign if their signature is not otherwise required.

- ii. Chief Financial Officer:** If the Chief Financial Officer must approve a Contract, but cannot sign for any reason, and the Contract is time-sensitive, the Controller and Accounting Director may sign. The Dean may also sign if their signature is not otherwise required.
- iii. All authorized signers:** If no authorized signer can sign and the Contract is time-sensitive, the Board Chair or a Vice Dean may sign. The Board Chair may also designate another logical member of the senior administrative staff to sign; that delegation should be in writing and follow the criteria in [Section 4\(c\)\(i\)](#).
- i. Interim or acting position holders:** If approved by the Board of Trustees, any interim or acting Board Chair, Dean, or Chief Financial officer may act with the full authority of the position. If appointed by the Dean, any interim or acting department or unit head may act with the full authority of the position.
- j. Renewals, extensions, amendments, and modifications:** Unless otherwise specified in this Policy, renewals, extensions, amendments, and modifications to previously approved Contracts should be approved and signed in the same manner as the original Contract. If the individual who approved and signed the original is other than an authorized signatory listed below, the individual can approve and sign the renewals, extensions, amendments, and modifications only if and to the extent the [written delegation](#) clearly gives the individual that authority. Electronic signatures are permitted.
- k. Managing the Contract:** The initiating unit or individual of the Contract is responsible for managing the Contract. "Managing" includes ensuring that Southwestern fulfills its obligations, that the other party fulfills its obligations, and that all necessary payments are timely sent or collected as appropriate. "Managing" also includes handling any necessary renewals or amendments to the Contract. The General Counsel is available to assist with any questions or concerns that may arise in managing the Contract.

5. Approval Guidelines:

- a. Final administrative review:** All Contracts must be reviewed by the General Counsel or the Dean before execution unless other arrangements for internal or external legal review have been articulated in this Policy or approved by General Counsel or the Dean. The initiating unit or individual must give sufficient time for this review. To help with workflow and meet deadlines, the initiating unit or individual should give the General Counsel and Dean as much notice as possible about when a draft Contract will be ready for review and all deadlines associated

with the Contract. Depending on complexity, the review may take up to two weeks, and an expedited review may not always be possible. The initiating unit or individual must also be prepared for the General Counsel or Dean to suggest or require revisions and should build sufficient time into the timeline to exchange multiple drafts with other parties. The following Contracts are exempt from review under this subsection:

- Clinic Agreements, unless a clinic director requests a review;
- Externship agreements, unless the externship director requests a review;
- Public Service Program agreements, unless the Public Service Program director requests the review;
- Contracts that are on a pre-approved Southwestern form or template;
- Contracts for Law Library subscriptions, products, and services with a cost or estimated value of \$75,000 or less in the aggregate;
- Contracts with an aggregate cost or value of less than \$25,000 and that do not include an indemnification provision, release of claims, or requirement that any party have insurance for claims related to the Contract;
- Contracts to purchase consumable supplies (e.g., office supplies) under \$25,000 in the aggregate, replacement parts under \$50,000, or routine purchases related to equipment maintenance;
- Contracts related to individual travel (e.g., airfare, hotel, conference registration, etc.);
- Standard gift or endowment agreements generated by the Institutional Advancement Office;
- Letters of credit and lines of credit approved by the Chief Financial Officer; and
- Other Contracts that the General Counsel or Dean determines do not require legal review or approval.

b. Initial administrative review: Before submitting a Contract for final review, the individual or unit seeking the Contract must read the entire Contract to confirm that it:

- is clear and internally consistent;
- identifies all contracting parties accurately and using each party's complete name;
- includes the correct authorized Law School signing authority under this Policy;
- is complete and accurately reflects the parties' intentions (i.e., all business terms, including price or amount and dates, are included accurately);
- is consistent with the Law School's mission and is in the Law School's best interest;

- does not include a provision under which the Law School assumes responsibility for state sales tax;
 - includes a term and termination provision;
 - does not include a provision for automatic renewal (except in limited circumstances such as subscription services); and
 - does not contain requirements with which the Law School cannot comply.
- c. Students and alumni:** Student and alumni organizations and individual students and alumni are not authorized to enter into a Contract that binds Southwestern. Instead, Contracts between student or alumni organizations and outside individuals or entities (such as speakers, transportation companies, off-campus facilities, food-service providers, etc.) require an authorized employee to conduct the initial review and submit the Contract for final review. Southwestern will not assume liability for Contracts entered into by student or alumni organizations, or individual students or alumni, that do not comply with this Policy.
- d. Authorized signature:** Only Contracts signed by authorized individuals—identified in [Section 6](#)—will bind the Law School. Those signing external Contracts or attempting to bind the Law School in any other means without first obtaining proper authority should note that they may become personally subject to legal action, including financial liability, and may be subject to disciplinary action, up to and including termination.
- 6. Contract Signing Authority:** The Board of Trustees delegates the following authority to sign Contracts to bind the Law School:
- a. [Academic Agreements:](#)**
- i.** Other than the compensation and Contract for the President and Dean, which must be approved by the Board, all Academic Agreements must be signed by the Dean or the Dean’s designee.
 - ii.** The Dean typically will delegate authority to sign appointments for adjunct faculty members.
 - iii.** Academic appointments are subject to other relevant Board policies. For example, the Board must approve grants of and appointments with tenure, sabbaticals, and appointments to chairs and professorships.
 - iv.** The Dean or Dean’s designee should alert the Chief Financial Officer about all Academic Agreements that have been fully executed and should provide the Chief Financial Officer with a copy of the Agreement. If

portions of the Agreement are confidential, the Dean should provide the Chief Financial Officer with a summary of the portions of the Agreement that have a monetary value.

- b. Admissions offers:** The Associate Dean of Admissions or the Associate Dean's designee may sign offers of admission into an academic program after the applicant's file is reviewed using Admissions Office standard operating procedures.
- c. Audit services:** The Board of Trustees, following a recommendation by the Audit & Compliance Committee, will select the independent outside audit firm that will conduct the annual financial audit. The Board should review the outside auditor appointment at least every five years. Once the audit firm has been approved by the Board of Trustees, the Audit & Compliance Committee will approve the annual audit engagement. The Dean or Chief Financial Officer may sign Contracts for audit services approved by the Board or appropriate Board committee.
- d. Borrowing and banking resolutions:** Any new borrowing must be reported to the Board of Trustees at the next regular meeting.

 - i. Borrowing resolutions** must be approved by the Finance Committee or the Executive Committee and signed by the Board Chair, Dean, or Chief Financial Officer.
 - ii. Credit lines** must be approved by the Finance Committee or the Executive Committee and signed by the Board Chair, Dean, or Chief Financial Officer. Drawdowns on an approved line of credit must be approved as follows: a drawdown up to \$500,000 must be approved by the Chief Financial Officer; a drawdown over \$500,000 and up to \$1 million must be approved by the Chief Financial Officer and the Dean; a drawdown over \$1 million and up to \$2 million must be approved by the Finance Committee; a drawdown over \$2 million must be approved by the Board. A drawdown means a request by Southwestern to an issuing bank to obtain a certain amount of funds under a line of credit.
 - iii. Letters of credit** must be approved by the Finance Committee or the Executive Committee and signed by the Board Chair, Dean, or Chief Financial Officer.

- iv. **Extensions of approved lines of credit or letters of credit** must be approved by the Dean and the Chief Financial Officer.
 - v. **New banking relationships** must be approved by the Finance Committee or the Executive Committee and signed by the Board Chair, Dean, or Chief Financial Officer.
- e. **Capital projects and purchases:** A capital project or purchase, for purposes of this Policy, relates to constructing a new building or addition to a building, altering existing buildings, site services (e.g., repairs and significant rentals, such as a trailer), and landscaping.
- i. A capital project with **an estimated cost of \$50,000 or less in the aggregate** may be approved by the Dean.
 - ii. A capital project with an **estimated cost between \$50,001 and \$100,000 in the aggregate** must be approved by the Dean and Chief Financial Officer. Each transaction must be approved by at least one authorized person other than the individual who initiated the transaction. If the Dean is the initiating individual, the transaction must be signed by the Chief Financial Officer. If the Chief Financial Officer is also an initiating individual, the transaction must be signed by the Chief Operating Officer. If the Chief Financial Officer or Chief Operating Officer declines to approve and the Dean wants to continue, the Dean must seek approval from the Board Chair.
 - iii. A capital project with an **estimated cost between \$100,001 and \$500,000 in the aggregate** must be approved by the Dean, the Chief Financial Officer, and the Chief Operating Officer. Each transaction must be approved by at least two authorized persons other than the individual who initiated the transaction. If the Dean is the initiating individual, both the Chief Financial Officer and the Chief Operating Officer must sign. If the Chief Financial Officer is also an initiating individual, the Chief Operating Officer and the General Counsel must sign. If any official declines to approve and the Dean wants to continue, the Dean must seek approval from the Executive Committee. The Board of Trustees must be notified of any such Contract at the next Board of Trustees meeting.
 - iv. A capital project with an **estimated cost over \$500,000 in the aggregate** must be approved in advance by the Board of Trustees and then signed by either the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees

meeting, a project with an estimated cost between \$500,001 and \$2 million in the aggregate may be reviewed and approved by the Finance Committee or the Executive Committee. The approving committee will inform the full Board of the transaction at the next regularly scheduled meeting. If the estimated cost exceeds \$2 million, the project must be approved by the full Board at a regular or special meeting.

f. **Clinic Agreements:**

- i. **In general:** A Clinic Agreement may be signed by the clinic director after conducting an appropriate conflict check. Within the clinic's designated scope, the clinic director, as a supervising attorney, has the independence to choose the clients to be represented and cases and other matters to be handled. The clinic director may delegate client and case selection to other licensed supervising attorneys within the clinic. A clinic must not accept matters that might jeopardize the Law School's accreditation, nonprofit and tax-exempt status, or ability to award federal financial aid. A clinic must not represent a current or former employee or a current, prospective, or former student in a matter adverse to the Law School or accept another matter adverse to the Law School. A clinic director retains discretion to discuss the impact of representing certain clients or becoming involved in certain matters with the Dean or other Law School officials.
- ii. **Amicus briefs and similar advocacy documents:** Absent permission from the Board and the Dean, a clinic should not agree to prepare or join an amicus brief or similar advocacy document in the clinic's own name. A clinic professor or student may prepare, join, or sign an amicus brief or similar advocacy document when representing a specific client. If the amicus brief or document mentions Southwestern's name, the brief or document must clarify that Southwestern's name is being given solely for purposes of identifying the clinic's affiliation and that the views expressed by the clinic in the brief or document should not be regarded as Southwestern's position. One example of a suitable statement would be: "This [brief or report] has been prepared [or joined] by a clinic operated by Southwestern Law School but does not purport to represent the law school's institutional views, if any."
- iii. **Agreement to house a clinic or clinic activities off-site:** An Agreement to house a clinic or offer clinic activities at an off-site location is an [Academic Agreement](#) that requires the signature of the Dean.
- iv. **Grants or subgrants:** Agreements for grants or subgrants are considered [Sponsored Program Agreements](#) and are controlled by provisions relating

to that type of Agreement set forth in Section 6(x) below.

- v. **Gift Agreements:** A gift from a donor to a clinic is considered a Gift Agreement and is controlled by the Gift Acceptance and Crediting Policy. Before the Law School accepts a gift that conditions the receipt of funds on an existing clinic handling certain types of cases or representing certain categories of clients, the Office of Institutional Advancement must confer with the clinic director and the Dean. The gift should not be accepted if it will cause a clinic attorney to violate the applicable rules of professional responsibility (e.g., clinic staff is not competent to handle the type of case, does not have ability to handle the anticipated volume of cases, etc.).
- vi. **Agreements to establish an IOLTA or similar banking account:** An IOLTA or similar bank account may not be established without the approval of the Chief Financial Officer and Dean. The General Counsel should also be included before an IOLTA or similar account is opened.

g. Consultants or independent contractors:

- i. A Contract to retain a consultant or independent contractor who will make **less than \$50,000 in a fiscal year** may be signed by a department head or department head's designee, the Dean or the Dean's designee, or the Chief Financial Officer or the Chief Financial Officer's designee.
- ii. A Contract to retain a consultant or independent contractor who will make **\$50,000 but less than \$100,001 in a fiscal year** must be signed by the Dean or Chief Financial Officer. Each Contract must be signed by an authorized individual other than the individual who initiated the transaction. If the Dean is the initiating individual, the Contract must be signed by the Chief Financial Officer. If the Chief Financial Officer is also an initiating individual, the Contract must be signed by the Chief Operating Officer. If the Chief Financial Officer or Chief Operating Officer declines to approve and the Dean wants to continue, the Dean must seek approval from the Board Chair.
- iii. If the initiating unit or individual reasonably anticipates that the consultant or independent contractor will make **\$100,001 but less than \$500,001 in a fiscal year**, the Contract must be signed by the Dean and the Chief Financial Officer. If the Dean is the initiating individual, both the Chief Financial Officer and the Chief Operating Officer must sign. If the Chief Financial Officer is also an initiating individual, the Chief Operating Officer and the General Counsel must sign. If any official declines to approve and the Dean wants to continue, the Dean must seek approval from the Executive Committee. The Board of Trustees must be notified of any such

Contract at the next Board of Trustees meeting if such Contract was not included in a Board-approved budget.

- iv.** If the initiating unit or individual reasonably anticipates that the consultant or independent contractor will make **\$500,001 or more in a fiscal year**, the Contract must be approved in advance by the Board of Trustees and then signed by the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees meeting, a Contract with an estimated cost between \$500,001 and \$2 million may be reviewed and approved by the Finance Committee or the Executive Committee. The approving committee will inform the full Board of the Contract at the next regularly scheduled meeting if the Contract was not included in a Board-approved budget.
- v. Fundraising campaigns:** A Contract to retain a consultant to design, implement, or provide advice about a capital campaign must be approved by the Board.
- vi. Disclosure of past use and relationships:** For Contracts subject to Section 6(g), when submitting the proposed Contract for review and approval, the initiating individual or unit must disclose in writing whether they or it has used the consultant or independent contractor in the past at another institution and must generally describe the past use or relationship; they should also disclose whether they anticipate using the contractor or independent consultant for multiple projects in a given fiscal year or in more than one fiscal year.
- h. Employment Agreements:** The Dean and Chief Operating Officer may sign offers of employment to non-faculty employees, separation agreements with non-faculty employees, severance agreements or buy-out agreements with non-faculty employees, and other employment agreements with non-faculty employees. The Dean should be consulted before any severance or buy-out agreement is signed. Agreements related to faculty are considered [Academic Agreements](#). Agreements for student workers are assigned by the Administrative Services Office.
- i. Gift (Donor) Agreements:** These Agreements are subject to the Gift Acceptance and Crediting Policy.
- j. Government relations:** Any Contract for services related to government relations or lobbying must be signed by the Dean and the Board Chair. Any Contract for government relations or lobbying services must be reported to the Board at the next regular Board meeting. The Dean must delegate a member of the senior administration to complete any required disclosure and filing notices required by a

government agency or unit.

- k. Insurance:** Insurance Contracts require the approval by the Dean and may be signed by the Dean or Chief Financial Officer. The final proposal for the annual insurance plan must be presented in advance to the Finance Committee or Executive Committee.
- l. Investments:** These Contracts are subject to the Southwestern's Investment Policy Statement.
- m. Leases for The Residences or other student housing:** Leases for The Residences or other student housing may be signed by the Chief Financial Officer or Chief Operating Officer, either of whom may delegate signing authority to an approved property management company.
- n. Leases with tenants in other Law School-owned or -operated properties:** The Dean, Chief Financial Officer, or Chief Operating Officer may sign leases with tenants in Law School-owned or -operated properties other than The Residences or other student housing facilities. Any of these listed school officials may delegate signing authority to an approved property management company.
- o. Legal counsel:** Engagement letters and similar Contracts to retain outside counsel must be signed by the Dean or General Counsel. If the engagement letter is signed by the Dean, the Dean may delegate authority to the General Counsel to sign other Contracts with outside legal counsel. The Board retains the right to hire outside legal counsel directly but will consult in advance with the Dean whenever feasible.
- p. Library subscriptions, products, and services:**

 - i.** A single library subscription, product (e.g., treatise or treatise series), or service (e.g., database) with a cost or estimated value of \$75,000 or less in the aggregate may be approved by the Associate Dean of the Law Library.
 - ii.** A single library subscription, product, or service with a cost or estimated value between \$75,001 and \$100,000 in the aggregate may be approved by the Associate Dean of the Law Library and either the Dean or Chief Financial Officer.
 - iii.** A single library subscription, product, or service with a cost or estimated value that exceeds \$100,000 in the aggregate may be approved by the Associate Dean of the Law Library, the Dean, and the Chief Financial Officer.

- q. **Payroll services vendor:** A Contract for a new payroll services vendor must be approved by the Audit & Compliance Committee or the Executive Committee, and signed by the Dean or Chief Financial Officer.
- r. **Program Participation Agreement:** The Dean may sign the Program Participation Agreement to participate in the U.S. Department of Education's Title IV programs.
- s. **Real estate transactions:** Real estate transactions, including acquisitions, sales, and leases of buildings must be approved by the Board of Trustees and signed by the Board Chair, Dean, or Chief Financial Officer.
- t. **Retirement plan consultants and service providers:** The Finance Committee or the Executive Committee, must approve the appointment of any retirement plan consultant or service provider. The associated Contract may be signed by the Board Chair, Dean, or Chief Financial Officer.
- u. **Scholarship offers or awards and tuition waivers:** The Associate Dean of Admissions or the Associate Dean's designee may sign scholarship offers or awards and tuition waivers to admitted students. The Dean, Vice Dean, Associate Dean of Student Services, or their designees may sign scholarship offers or awards and tuition waivers to continuing or readmitted students. The Dean or Dean's designee may also sign scholarship offers or awards and tuition waivers to admitted or continuing students. A scholarship funded via a [Gift Agreement](#) must be awarded consistent with donor intent and the terms of the relevant Gift Agreement.
- v. **Seal required:** A Contract, agreement, or other document that requires use of the Southwestern Law School seal may be approved by the Board Chair or Dean. The Registrar may affix the seal to any official academic record over which the Registrar has custody (e.g., transcripts). The Corporate Secretary may affix the seal to Contracts, agreements, or other documents approved by the Board, Board Chair, Dean, or Chief Financial Officer.
- w. **Settlement agreements:** The Board Chair or Dean may sign an agreement to settle litigation or other legal dispute. The Dean must be consulted before any such agreement is signed. The Board Chair also must be consulted before any agreement is signed if the agreement requires the Law School to pay more than \$250,000 that will not or likely will not be covered by an insurance policy.

- x. **Sponsored Program Agreements:**
- i. **Monetary value received or given:** Any [Sponsored Program Agreement](#) must be signed by the Dean, following review by the Chief Financial Officer (in addition to review by the General Counsel) if the Law School is receiving or paying money for any services. The Board of Trustees must be notified of and ratify all Sponsored Program Agreements for which the Law School is receiving or paying money.
 - ii. **Externship and Public Service Program Agreements:** The Dean may delegate authority to the Externship Director or the Public Service Program Director to sign agreements with outside organizations that would allow students to participate in the work of the other party. These agreements do not require an additional signature if the Law School will not be receiving or paying money for services.
- y. **Title IX or similar investigator:** The Title IX Coordinator, Associate Dean for DEI Initiatives, General Counsel, or Dean may sign a Contract to retain an individual or firm to conduct a Title IX or similar investigation. If the Contract is anticipated to exceed \$100,000, then Sections 6(z)(iii)–(iv) should be followed.
- z. **Contracts not addressed above:**
- i. If the Contract has a **cost of less than \$50,000 in a fiscal year**, it may be signed by a department head or department head's designee, the Dean or the Dean's designee, or the Chief Financial Officer or the Chief Financial Officer's designee.
 - ii. If the Contract has a **cost of \$50,000 but less than \$100,001 in a fiscal year**, it must be signed by the Dean or Chief Financial Officer. Each transaction must be approved by an authorized individual other than the individual who initiated the transaction. If the Dean is the initiating individual, the Contract must be signed by the Chief Financial Officer. If the Chief Financial Officer is also an initiating individual, the Contract must be signed by the Chief Operating Officer. If the Chief Financial Officer or Chief Operating Officer declines to approve and the Dean wants to continue, the Dean must seek approval from the Board Chair.
 - iii. If the Contract has a **cost of \$100,001 but less than \$500,001 in a fiscal year**, then it must be signed by the Dean and the Chief Financial Officer. If the Dean is the initiating individual, both the Chief Financial Officer and the

Chief Operating Officer must sign. If the Chief Financial Officer is also an initiating individual, the Chief Operating Officer and the General Counsel must sign. If any official declines to approve and the Dean wants to continue, the Dean must seek approval from the Executive Committee. The Board of Trustees must be notified of any such Contract at the next regular Board meeting if such Contract was not included in a Board-approved budget.

- iv. If the Contract has a **cost of \$500,001 or more in a fiscal year**, it must be approved in advance by the Board of Trustees and signed by the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees meeting, a Contract with an estimated cost between \$500,001 and \$2 million may be reviewed and approved by the Finance Committee or the Executive Committee. The approving committee will inform the full Board of the Contract at the next regularly scheduled meeting if the Contract was not included in a Board-approved budget. If the estimated cost exceeds \$2 million, the Contract must be approved by the full Board at a regular or special meeting.
- v. **Disclosure of past use and relationships:** For Contracts subject to Section 6(z), when submitting the proposed Contract for review and approval, the initiating individual or unit must disclose in writing whether they or it has used the vendor in the past at another institution and must generally describe the past use or relationship; they should also disclose whether they anticipate using the vendor for multiple projects in a given fiscal year or in more than one fiscal year.

7. **Contract Retention:**

- a. **Document retention policy:** All fully executed Contracts should be maintained in accordance with Southwestern's Record Retention and Disposal Policy. Absent a policy, all fully executed Contracts must be retained for at least eight calendar years or as required by applicable law.
- b. **Executed Contracts:** The Finance Office will maintain a depository of executed Contracts not listed below, although the unit initiating or requesting the Contract should also maintain a copy. To the extent possible, the Law School will maintain Contracts in electronic or digital format.
 - i. **Employment Contracts:** Faculty appointments and Contracts will be maintained by the Dean's Office. Other employment Contracts will be maintained by the Administrative Services Office unless the Dean or General Counsel determine that they include sensitive or privileged

information.

- ii. **Sensitive or privileged legal documents and Contracts:** Sensitive or privileged legal documents and Contracts will be maintained by either the General Counsel or Dean's Office. Examples of sensitive documents include agreements with outside legal counsel, severance and separation agreements, and documents and Contracts related to internal investigations or litigation.
- iii. **Clinic Agreements:** A clinic should maintain its own Agreements that include confidential or privileged information or otherwise relate to client representation.

- 8. **Questions About This Policy:** Any questions about this Policy should be directed to the Dean or General Counsel.
- 9. **Policy Revisions:** Southwestern reserves the right to change or modify any aspect of this Policy at any time, with or without prior notice.

Appendix A: Required Disclosures to the Board of Trustees

Type of Agreement or Contract	Disclosure Timing
Any new borrowing,	At the next regular Board meeting
A capital project with an estimated cost between \$100,001 and \$500,000 in the aggregate.	At the next regular Board meeting
A capital project with an estimated cost over \$500,000 in the aggregate must be approved in advance by the Board of Trustees and then signed by either the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees meeting, a project with an estimated cost between \$500,001 and \$2 million in the aggregate may be reviewed and approved by the Finance Committee or the Executive Committee. If the estimated cost exceeds \$2 million, the project must be approved by the full Board at a regular or special meeting.	The approving committee will inform the full Board of the transaction at the next regularly scheduled meeting.
If the initiating unit or individual reasonably anticipates that a consultant or independent contractor will make \$100,001 but less than \$500,001 in a fiscal year.	At the next regular Board meeting if such Contract was not included in a Board-approved budget
If the initiating unit or individual reasonably anticipates that the consultant or independent contractor will make \$500,001 or more in a fiscal year, the Contract must be approved by the Board of Trustees and signed by the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees meeting, a Contract with an estimated cost between \$500,001 and \$2 million may be reviewed and approved by the Finance Committee or the Executive Committee.	The approving committee will inform the full Board of the Contract at the next regularly scheduled meeting if the Contract was not included in a Board-approved budget
Any Contract for government relations or lobbying services.	At the next regular Board meeting
The Board of Trustees must be notified of and ratify all Sponsored Program Agreements for which the Law School is receiving or paying money.	

<p>Any Contract not addressed above, if the Contract has a cost of \$100,001 but less than \$500,001 in a fiscal year</p>	<p>At the next regular Board meeting if such Contract was not included in a Board-approved budget</p>
<p>Any Contract not addressed above, if the Contract has a cost of \$500,001 or more in a fiscal year, it must be approved in advance by the Board of Trustees and signed by the Dean or the Chief Financial Officer. Should approval be reasonably needed before the next regularly scheduled Board of Trustees meeting, a Contract with an estimated cost between \$500,001 and \$2 million may be reviewed and approved by the Finance Committee or the Executive Committee. If the estimated cost exceeds \$2 million, the Contract must be approved by the full Board at a regular or special meeting.</p>	<p>The approving committee will inform the full Board of the Contract at the next regularly scheduled meeting if the Contract was not included in a Board-approved budget</p>