

5.15 Execution of Contracts

For purposes of this policy, a "contract" is any agreement or promise which purports to obligate the University to perform some responsibility or take some specific action[s]. All University contracts must be in writing and must be in the name of Pittsburg State University. Colleges, individual schools, divisions and departments shall not enter into contracts. As set forth in the Kansas Board of Regents Policy, additional requirements or requirements that conflict with this section may be required for contracts that purport to sell, lease, or purchase real property, contracts between the University and other state agencies, or contracts that require the expenditure or transfer of an amount greater than one million dollars (\$1,000,000).

The President, the Provost and Vice President for Academic Affairs, the Vice President for Administration and Campus Life, or the Vice President of University Advancement are the only individuals authorized to contractually bind the University by the execution of a contract. Contracts made on behalf of the Pittsburg State University Foundation shall not be binding on Pittsburg State University unless specifically stated so in the contract and approved by Pittsburg State University. The President, the Provost and Vice President for Academic Affairs, the Vice President for Administration and Campus Life, or the Vice President of University Advancement may further delegate authority to execute contracts (and thereby legally commit) on behalf of the University. A list of additional parties authorized to execute contracts on behalf of the University can be obtained by the Vice President for Administration and Campus Life.

The following contracts shall be reviewed by the University's General Counsel or Assistant General Counsel prior to their execution:

- Contracts involving an expenditure of funds in the amount of \$2,500 or more;
- Any contract that may expose PSU to a greater than normal risk of liability;
- Any contract that agrees to the laws or jurisdiction of another state; or
- Any contract where PSU agrees to take on, limit, or waive the liability of another party (aka indemnification, waiver, or limitation of liability clauses)

Approved September 21, 2009

[\(Download pdf of signed policy\)](#)

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Pittsburg State University