CONTRACT MANAGEMENT POLICIES

1. Authorized Signatories

It is the policy of the University that contracts may only be signed by persons authorized by the President and the EVP for Finance and Administration.

**Authorized signatories include:**

- The Executive Vice President, Treasurer
- The Associate Vice President, Assistant Treasurer

2. Insurance

It is the policy of the University that, when applicable, evidence of insurance required by Pace pursuant to an agreement must be submitted prior to final approval and signature.

Most contracts contain an insurance provision, which requires that the vendor supply Pace University with proof of insurance coverage relating to the services provided under the agreement. Proof of insurance is generally in the form of a certificate of insurance with Pace University named as “Additional Insured”. A contract will not be accepted for review unless the certificate of insurance is submitted as part of the contract package ([See Manual: Checklist 4](#)).

Any modifications to University standard insurance requirements must be approved by the Executive Director of General Services, in advance of submitting contract documents.

Written confirmation of approval must be submitted as part of the Contract package ([See Manual: Checklist 4](#)).

3. Honoraria

Originating Unit (OU) Representatives may use the University Counsel Standard Speaker Honorarium Agreement without further University Counsel approval when an individual is invited to speak at a Pace
University sponsored event and the individual meets the following criteria:

**Requirements for Use of the Speaker Honorarium Agreement**

A. Individual is limited to a speaking engagement on campus or at a University sponsored event.
B. Speaker is a low-level risk to the University community.
C. Speaker is not represented by an agency.
D. Speaker will not engage subcontractors.
E. Honorarium must not exceed two thousand dollars ($2000).
F. Speaker is not a consultant, that is, not providing consulting services or advice to the University audience.
G. Speaker is not under the protection of bodyguards.
H. Speaker carries no dangerous weapons.

Notwithstanding that no further approval may be required from University Counsel regarding the form agreement, all of the foregoing issues must be discussed with and approved by the authorized signatory.

4. **Outside Events and Catering Agreements**

A. **Restaurants, Hotel Room Reservations**

Agreements for restaurants and hotel room reservations can be paid with a purchase order or other means approved by Finance and Administration and need not be reviewed by University Counsel.

B. **Catering Agreements**

Routine catering requests for food delivered on campus can be paid with a purchase order or other means approved by Finance and Administration and need not be reviewed by University Counsel. Routine catering requests include, pizza deliveries and lunch/refreshments for meetings and/or seminars.

On campus catered events, however, where a caterer delivers and serves food at the event and catering agreements with catering halls should be reviewed by University Counsel.

The above excludes University on-campus food contractor.
Reminder:

It is the responsibility of departments to exercise common sense due diligence in selecting restaurants, catering halls and other event space to conduct outside special events. Part of that due diligence, for example, may involve general inspection of the premises to make sure that there are no obvious health or safety issues and obtaining confirmation of non-discrimination policies of the establishment.

5. Standard Agreements and Riders

There are a number of Pace standard agreements that have been developed by the Office of University Counsel. Originating unit representatives should use standard agreements whenever possible.

Standard agreements that are signed by the vendor without modification do not require University Counsel review and will be forwarded directly to Finance and Administration for signature(s).

6. Independent Contractors

Whether a worker should be classified as an employee or an independent contractor is determined in consultation with the Office of University Counsel.

Step 1: The manager of the Pace office wishing to retain the services of an independent contractor must complete an Independent Contractor Questionnaire.

Step 2: Complete the relevant sections of the Independent Contractor Agreement. If the worker has his or her own agreement, forward that agreement to University Counsel for review as provided in Step 3.

Step 3: Submit the questionnaire and proposed contract to the Office of University Counsel for review. University Counsel will inform the department and Finance and Administration by email of its determination and whether independent contractor must provide insurance.
Step 4: If it is determined that the worker is an independent contractor – forward the contract to the worker for signature. Request a copy of the worker’s certificate of insurance, if required under the contract.

Step 5: Submit the signed questionnaire, contract and certificate of insurance to Contract Management in accordance with standard procedures.

7. Approvals

There are a number of contracts that require additional approvals from other authorizing departments prior to submission to Purchasing & Contracts. Please check the “Contract Type List” on the Contracts Administration web page to determine whether a contract requires prior approval by an authorizing department.

In addition to specific contract types, if a contract involves or contains a provision relating to the following issues, prior approval by the authorizing department is required:

<table>
<thead>
<tr>
<th>Program or Service</th>
<th>Authorizing Department (Executive/Academic Officer)</th>
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<tbody>
<tr>
<td>Alumni Programs</td>
<td>Office of Philanthropy</td>
</tr>
<tr>
<td>Software/Hardware Agreements</td>
<td>Division of Information Technology</td>
</tr>
<tr>
<td>Marketing and Advertising of University</td>
<td>University Relations</td>
</tr>
<tr>
<td>Public Relations Consequences</td>
<td>University Relations</td>
</tr>
<tr>
<td>Use of Pace Trademark or Name</td>
<td>University Relations</td>
</tr>
<tr>
<td>Access to Web Page</td>
<td>University Relations</td>
</tr>
<tr>
<td>Gifts, Bequests, Scholarships Planned Giving</td>
<td>Office of Philanthropy</td>
</tr>
<tr>
<td>Student Travel and Study Abroad</td>
<td>International Programs Director and Dean</td>
</tr>
<tr>
<td>Scholarships, Tuition Remuneration</td>
<td>Academic Affairs</td>
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8. Master Agreements

Pace University has entered into a number of master agreements with vendors.
In those instances, departments need not negotiate and submit individual vendor contracts. The Originating Unit Representative need only submit a service/payment request providing the details of the services to be provided by the vendor.

Originating Unit Representatives may consult the Contracts Management web page under Finance & Administration for an updated list see: Vendors under Master Agreement on the Contracts Administration web page.