

I. POLICY

All business negotiations and subsequent commitments or contracts for Eastern Virginia Medical School (EVMS) must be made in accordance with EVMS budgetary plans, restrictions, and other relevant EVMS policies. In addition, to ensure that no business dealings are inconsistent with EVMS' mission, vision, and values, or will adversely affect EVMS' reputation or its best interests, all negotiations, commitments, and contracts must have prior approval in accordance with this Policy.

This Policy sets forth the authority, limitations, and responsibilities of all EVMS employees with regard to negotiating business dealings with non-EVMS entities. Further, it outlines the process by which all negotiations must be reduced to writing, reviewed and approved, and who has signatory authority on behalf of EVMS. No Contract or Commitment, as defined herein, shall be valid or enforceable against EVMS, and no performance (including any payments) shall be undertaken, until after such time as the Negotiations have been approved and the Contract has been reviewed and signed in accordance with this Policy.

II. DEFINITIONS

Commitment. Conveying or suggesting that Negotiations have been accepted by EVMS, whether in writing or verbally.

Contract. A contract is *any* agreement between EVMS and another party, which creates, or is intended to create a legal obligation between an EVMS department and a non-EVMS entity, whether or not the word "Contract" is used. Examples of a "Contract" include: letter of agreement (LOA), letter of understanding, memoranda of agreement (MOA), operation agreement, affiliation agreements, contracts, memoranda of understanding (MOU), terms of service, amendments or addendums to existing agreement, or other document that contains terms and conditions.

Negotiations. All talks, discussions, or other pre-contract business dealings related to EVMS facilities, programs, employees, services, or funds, or any other EVMS resources,

Organization. A person, department, or business outside of EVMS with whom the EVMS Official has Business Dealings.

III. PRE-CONTRACT NEGOTIATIONS -- FOR FACULTY

Any faculty member, including Chairs and Department/Division Directors, wishing to conduct Negotiations with any Organization, must first have the Negotiations approved by the Provost and Dean. Further, no EVMS faculty member shall, before, after, or in the course of Negotiations, provide a Commitment to an Organization without first obtaining approval. To obtain approval,

the faculty member must complete the Preliminary Negotiation Approval Form, have the form signed by his or her Department Chair, and then submit the form to the Office of the Dean. Once approval has been granted, Negotiations may begin and/or Commitment may be provided to the Organization. No performance, however, may be undertaken until such time as a Contract is created and executed in accordance with the contracting procedure outlined below.

IV. PRE-CONTRACT NEGOTIATIONS -- ADMINISTRATION AND STAFF

Negotiations may only be conducted by the President, Dean, Vice Presidents, General Counsel and Department Heads, or their authorized designees. If a Department Director has authorized a designee to enter into Negotiations, whether one time or on a permanent basis, such Director shall have ultimate responsibility to ensure compliance with this Policy. No person authorized to negotiate shall, before, after, or in the course of Negotiations, provide a Commitment to an Organization without first obtaining the necessary approvals. The chain of approval shall be based on contract type, as set forth on the Transaction Approval Contacts list and, in some instances, may require the approval of one or more departments. Once approval has been granted, Commitment may be provided to the Organization. However, no performance may be undertaken until such time as a Contract is executed.

V. CONTRACTING PROCEDURE

A. Contract Development/Review. Once Negotiations have concluded, the parties shall enter into a Contract to memorialize the terms of the Negotiations. Contracts may be drafted by the Office of the General Counsel (“OGC”) or provided by the Organization. EVMS Officials should make best efforts to discuss Contract options with the OGC prior to the conclusion of Negotiations. All Contracts provided by an Organization must be reviewed by the OGC prior to being executed.

B. Contract Execution/Signatory Authority. Only individuals with contracting authority as set forth below, may sign or execute a Contract on behalf of EVMS.

1. *Primary Authority*. The President of EVMS, the Vice President & Chief Operating Officer (“VPCOO”), and the Vice President of Administration and Finance (“VPAF”) have primary contracting authority for Eastern Virginia Medical School. EVMS Contracts are only valid when signed by either the President, VPCOO, or VPAF, unless otherwise delegated.

2. *Delegated Authority*. Authority for the signing of contracts may be delegated to others by the President, VPCOO, or VPAF on an ad hoc or permanent basis. Note, however, that delegated authority still requires review and approval through proper channels as set forth in Section A above. Ad Hoc delegated authority must be granted, in writing, and may be granted for a single occasion or for a fixed period. Permanent delegations shall only be made by amendment to this Policy and have been approved as follows:

Type of Contract:	Delegated to:	Related Policy (if any)
All contracts in the absence of the VPAF	Associate Vice President of Finance	
Procurement negotiations and purchases	Executive Director of Materials Management	“Procurement Policy”: Section 2.10.1
Leases under \$50,000 and less than 5 years	Executive Director of Materials Management	
Grant Awards and Contracts	Associate Vice President of Finance	
Grant Proposals, research-related Confidentiality Agreements, No-Cost Extensions	Director of Sponsored Programs	
IRS W-9 Form, Request for Taxpayer ID	EVMS Controller	
Material Transfer Agreements, Confidentiality Agreements related to Tech Transfer, Appointment of agents for international patent application	Director of Tech Transfer or Vice Dean for Research	
Research-related Confidentiality Agreements	Vice Dean for Research	
Letters of Engagement for legal services and letters to waive conflicts of interest for legal services	Vice President and General Counsel	

No other EVMS employee may sign on behalf of EVMS for any reason unless such authority has specifically been granted, in writing, to that employee by an individual with primary contracting authority as set forth in Section V(B)(1).

C. Electronic Signatures. Use of an electronic, digital, or other paperless method to execute documents (“E-Signatures”) may be used by individuals with signatory authority provided that:

1. Such use is not prohibited by state or federal law; and
2. The method used to affix the E-Signature has been approved by the EVMS General Counsel, which method must, at a minimum, allow for:
 - a. the signatory to have an opportunity to review the entire document or content to be signed prior to affixing the E-Signature;
 - b. a certification statement or other notice that the signatory is about to affix an E-Signature;
 - c. a visible date and time stamp of when the E-Signature was affixed;
 - d. a notification to the signatory, by email or other means, that an E-Signature was affixed; and

- e. an auditable and maintainable record of the E-Signature, date and time stamps, and the associated executed document.

VI. POST-CONTRACT PROCEDURE

Upon execution of an Agreement, originating departments are responsible for ensuring that the VPAF receives a fully executed copy of the Agreement. Furthermore, originating departments are responsible for tracking the status of their Contracts including notifying the OGC if a Contract needs to be amended, renewed, or terminated.

VII. CONFLICTS OF INTEREST

All business dealings are subject to EVMS Policies relative to Conflicts of Interest. Specifically, a conflict of interest shall exist if an EVMS employee knows that, at the time of the Negotiations, or any time thereafter including future amendments or renewals, with regard to the subject transaction: (i) the employee or a related person (or a related entity) is a party to the transaction; (ii) the employee has a beneficial interest in the transaction; or (iii) the employee is so closely linked to the transaction which is of such financial significance to the employee or a related person (or a related entity) that said interest would be reasonably expected to exert an influence on the employee's judgment if the employee were called upon to approve the transaction. Accordingly, if a conflict of interest were to arise the employee: (i) shall immediately recuse himself/herself from any further involvement in any aspect of the contract process; and (ii) shall immediately disclose the conflict to his/her superior who shall assume the responsibility for the Negotiations/Contract or shall arrange for the appointment of another EVMS Official to assume responsibility.

VIII. SANCTIONS FOR VIOLATIONS OF THE POLICY.

Any willful disregard or violation of this Policy shall be considered a material violation of EVMS policy and subject to disciplinary procedures. Additionally, any Contract resulting from the violation of this policy may not be honored by EVMS and will be the responsibility of the employee.