

THE CITADEL
The Military College of South Carolina
171 Moultrie Street
Charleston, SC 29409

MEMORANDUM
NUMBER 2-001

16 APRIL 2024

CONTRACTING AUTHORITY AND PROCEDURES

1. PURPOSE

The President of The Citadel and the Vice President for Finance and Business shall execute contracts, financial documents, and other official documents necessary for the conduct of the College's business. No person is authorized to execute such documents on behalf of the College unless authority is delegated in writing by the President or the Vice President for Finance and Business.

As a State government entity, The Citadel is subject to certain legal requirements and restrictions impacting its ability to accept certain contract terms. The South Carolina Consolidated Procurement Code requires all state agencies adopt procedures for procurement of goods and services, including contracting processes. All contracts for the purchase of goods and services must also comply with South (en)1i0- mus reviewed and executed via this Policy.

This Policy clarifies the source of all College signature authority, responsibilities of those individuals to whom signature authority is delegated, and the consequences of signing contracts without appropriate signature authority. It further outlines The Citadel's policy and associated procedures on entering into procurement contracts with vendors and other business contracts with third parties seeking to engage in business with the College.

2. REFERENCE

South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-10, et. seq.
South Carolina State Budget and Control Board, Chapter 19-445, Consolidated Procurement Code.

3. DEFINITIONS

or similar labels. A contract might or might not involve the payment of money. Online terms and conditions accepted prior to using a product or service are considered a Contract under this Policy.

- B. Contracting: Entering into any type of contract or Agreement on behalf of The Citadel, or any of its departments or divisions, under which the College is obligated to pay any sum of money, or provide any type of goods or services, for any reason.
- C. Signing a Contract: Affixing any personal identifier to a hardcopy, electronic version, or other form of contract with the intent to agree to the obligations therein. Signing includes, but is not limited to, a handwritten signature, a digital signature, typing a name or initials, or clicking an "I Agree" or similar box online or as part of a digital form.

4. POLICY

- A. All previous delegations or appointments of authority to sign contracts, checks, vouchers, and agreements, or to negotiate and accept contracts and grants binding upon the College are rescinded, and all previous General Orders, Special General Or3 (ener-3 (e)10 (nt)2 ()10 (0.008Tw T* (or)7der)7)5.9 (d)5.9 6 (ons (a ht)12 (e (or)

Thereafter, the department must return the completed form to Procurement Services with appropriate indexes and signatures.

- E. The President and Vice President for Finance and Business delegate to other campus officials limited authority to sign contracts and certain other documents as agents of the College. No person is authorized to execute such documents on behalf of the College unless delegated in writing by the President or the Vice President for Finance and Business. Contracting authority is hereby delegated to the following officials detailed in [Annex A](#). These officials may only execute such contracts as previously reviewed, negotiated, and approved by Procurement Services in accordance with South Carolina law, and completion of the Contract Checklist ([Annex B](#)).
- F. Officials may only execute employment contracts previously reviewed and approved by the General Counsel, unless the employment contract is generated from a previously-approved unmodified template. Completed employment contracts shall be provided to Human Resources. Positions listed in [Annex A](#) only are delegated to sign contracts.
- G. Special ventures, exchanges and agreements to provide academic services are deemed contracts, and shall be routed through the Provost for review prior to execution.
- H. With the exception of personnel and Construction Management Facilities & Engineering (F&E) contracts, all signed contracts shall be scanned, uploaded, and maintained by Procurement Services in the College's enterprise content management system.
- I. All signed personnel contracts shall be forwarded to Human Resources, and included in the individual's personnel file. F&E contracts exempted from this policy by the Office of General Counsel shall be maintained in the Construction Management Office.

5. COMPLIANCE

The Citadel does not recognize contracts signed by College employees or agents as binding on the College unless the employee has delegated signature authority. Employees signing Contracts purporting to bind the College without authority as described in this Policy may be held personally liable under the contract. Failure to comply with this policy may result in disciplinary action up to and including termination.

6. NOTES

A. Dates of official enactment and amendments:

Submitted by the Senior Vice President for Operations and Administration 16
April 2024

B. Responsible Department:

Office of the President

C.

ANNEX A - SIGNATURE AUTHORITY

Software license agreements and subsequent renewals

COTS and single-user license software agreements

Contracts to engage with companies and individuals for IT related services

Permission to use copyrighted works such as text, graphics, photography, and similar copyrighted material	VP for Communications & Marketing	\$50,000
Procurement Contracts & Documents		
Contracts for the purchase of goods and services Agreements with vendors that will result in revenue generated for the College Completed Contract Advisory documents Sole Source and Emergency Procurement requests	Director of Procurement Services	\$100,000
Settlement Agreements		
Those related to Employees where litigation is involved Those related to Employees where no money and no litigation is involved	VP for Finance & Business	\$500,000
Those related to Faculty where litigation is involved Those related to Faculty where no money and no litigation is involved	Provost	\$50,000

Special Business Agreements

PERFORMANCE” CLAUSE: These clauses must be reciprocal, i.e. they should apply equally to both sides, or be null and void for both sides.

SUBROGATION LANGUAGE (ie “Waiver of Subrogation”): The Citadel can not agree to waive its right to subrogation, therefore these clauses must be deleted.

CONFIDENTIALITY / FREEDOM OF INFORMATION: The Citadel is a state agency subject to the South Carolina Freedom of Information Act, S.C. Code Ann. 30-4-10, et. seq., and therefore, unable to sign contracts requiring confidentiality. The Freedom of Information Act requires the college to release information when requested.

ARBITRATION: The Citadel cannot waive its right to a trial, therefore this clause must be deleted.

ANY PROVISION REQUIRING THE CITADEL TO BE BOUND BY TERMS AND CONDITIONS THAT ARE UNKNOWN AT THE TIME OF SIGNING THE AGREEMENT. Unknown obligations may violate various laws such as the prohibition against pledges of the State's credit and the prohibition against gratuities by the State. As a practical matter, entering into contracts calling for an unspecified sum of money to change hands make it extremely difficult to budget. Such provisions in a contract are void as a matter of law, and should be avoided.

REQUIREMENTS THAT PROVIDE FOR ENDORSEMENT OR MARKETING OF A PRIVATE ENTITY BY THE CITADEL. The mission of The Citadel is to educate principled leaders by instilling the core values of the college in a disciplined and intellectually challenging environment. Endorsing a particular entity's product may be counter to the mission. The faculty must be free – and appear to be free - to reach independent conclusions and publish opinions free from corporate influence.

ANY PROVISION REQUIRING EXCLUSIVITY IN A CONTRACTUAL ARRANGEMENT. State agencies must comply with competitive bidding/purchasing statutes in the South Carolina Procurement Code. Certain sponsored research agreements, such as teaming agreements, may have limited exclusivity provisions, provided exclusivity is restricted to the lowest possible level (i.e., Project Director, Lab, School, etc.). However, any prospective exclusivity agreement must be approved by the Office of Procurement and the Office of General Counsel.

CONTRACTUAL CLAUSES THAT REQUIRE THE CITADEL TO PURCHASE INSURANCE POLICIES OR PROVIDE COVERAGE FOR THIRD PARTIES. State law requires the Insurance Reserve Fund to provide most insurance policies for State entities. The Citadel, as a state agency, has limited authority to purchase commercial insurance. Neither the IRF nor The Citadel may procure additional insurance for third parties, provide insurance or third parties, nor can they name third parties as “additional insureds.” Further, The Citadel is covered by the Tort Claims Act, which provides additional protection to The Citadel, and may limit the ability of third parties to recover from The Citadel or other governmental agencies.

PROVISIONS THAT PROHIBIT A CONTRACTOR'S EMPLOYEE FROM ACCEPTING A POSITION WITH THE CITADEL OR PROVISIONS WHICH REQUIRE THE CITADEL TO COMPLY WITH CONTRACTOR REGULATIONS (INCLUDING UNION RULES). The State of South Carolina is a “right to work” state. See S.C. Code Ann. 41-7-10, et. seq. These statutes allow individuals to refuse to participate in labor organizations or refrain from certain affiliations. Then

ANNEX C - CONTRACT ADVISORY

The Citadel Contract Advisory

COMPLETE THE INDEX AND UNIT INFORMATION ON THE LAST PAGE AND RETURN THIS FORM TO THE CITADEL'S PROCUREMENT SERVICES DIVISION.

Vendor:

Description of acquisition: Provide a complete description of the contract, the business justification to proceed, and any other pertinent facts.

The contract described above contains one or more provisions normally unacceptable to The Citadel. These provisions are unacceptable because: (a) potentially impose

identified contract terms was undertaken, and the unit accepts the potential for the maximum monetary liability.

This Contract Advisory is an internal Citadel document intended to build awareness of risks in agreeing to identified clause(s), and alert the unit to potential impacts on its budget. In no way is it intended to make any individual personally liable.

Contract Advisory questions or specifics regarding the attached contract should be routed to the Director of Procurement Services.

After reviewing the preceding advice, the affected unit requests Procurement Services proceed with the contract as attached. The unit acknowledges possible losses or damages as described.

Should damages or costs be incurred by the College due to these provisions, the fund source used to make payment: Index #: .

Name of Unit seeking the Product or Service:

Unit Contact and Phone:

Unit VP Signature and Date:

Unit VP Printed Name: VPFB Signature and Date:

VPFB Printed Name:

(Director of Procurement has delegated authority to sign Advisories with potential damages not exceeding \$50,000 on behalf of the VPFB.)