



NO. 3032 CONTRACT POLICY

- 1.0 **PURPOSE.** This policy provides an overview of the process of negotiating and executing contracts involving Oklahoma City Community College (OCCC). This policy is designed to more clearly delineate the process and procedures required for the approval of contracts, as well as outlining the duties of individuals responsible for negotiating, reviewing, or approving the contract.
- 2.0 **SCOPE:** It is the policy of OCCC that all contracts that memorialize obligations or liabilities on part of OCCC **must** be executed in accordance with the procedures outlined below. This policy uses the term “contract” to mean any document that creates an obligation, right, or liability for OCCC. A contract may or may not involve the payment of money. Such a document may be called a Contract, an Agreement, a Memorandum of Understanding, a Letter of Agreement, or similar terminology. Examples of contracts covered by this policy include, but are not limited to, affiliation agreements, clinical service agreements, business associate agreements, collaborative agreements, continuing education agreements, consulting agreements, licensing agreements, material transfer agreements, and research agreements (sponsored and non-sponsored). This policy applies to the initial contract and to every amendment, renewal or extension of such a contract.
- 3.0 **AFFECTED STAKEHOLDERS:** This policy applies to all OCCC employees.
- 4.0 **PROCESS AND PROCEDURES:**
 - 4.1 The office/division/department (“originator”) responsible for implementing and managing the contract must conduct a due diligence review to evaluate the contract’s benefits and risks to OCCC. The Office of the General Counsel is available to assist and participate in all phases of contract drafting and negotiations. Following the preliminary review by the originator, a contract must be reviewed and approved by the applicable department chair/office head/dean and approved by the appropriate Executive Leadership team member. Additionally, certain contracts require review by particular offices. Prior to final approval or execution of any contract involving OCCC, the contract must be submitted to the Office of the General Counsel for legal review and approval.
 - 4.2 OCCC will only be bound by written contracts reviewed and approved in accordance with this policy and executed by employees with written signature authority. See **Attachment D: Delegation of Contract Authority**. A contract executed in conflict with this policy may be invalid as a matter of law, and the President of OCCC may determine such a purported contract to be void from inception. Failure to follow this policy may potentially result in individual personal liability for any person who signed the contract on behalf of OCCC.
 - 4.3 **Certain Contracts / Transactions Excepted from This Policy.** Certain contracts, because of the parties involved or because of the contract’s size or nature, are governed by other entities’ contracting procedures or are otherwise excepted from this policy. The following are examples of contracts excepted from this policy.
 - 4.3.1 Contracts by Affiliated Entities. Because our affiliated entities are legally separate from OCCC, a contract between an affiliated entity and an unrelated non-OCCC third party should be executed in accordance with that affiliated entity’s policies.

An example of an affiliated entity is OCCC's Foundation. However, a contract between OCCC and an affiliate is subject to this policy.

- 4.3.2 Certain Departmental Sales Transactions. Some OCCC departments may be authorized to provide certain services or products to customers, both internal OCCC customers and external public customers. Sales of such services and products are provided as an adjunct to a department's instructional or research activities and support or relate to OCCC's mission. Departmental sales that are made not pursuant to a contract, but rather are simply invoiced, need not be routed for approval pursuant to this policy. However, such sales must nevertheless be properly documented in accordance with applicable accounting standards and procedures.
- 4.3.3 Standardized "Form" Contracts. Certain transactions are relatively routine in nature and involve the use of a standardized "form" contract. Such form contracts that have undergone prior review and approval by the Office of the General Counsel and that do not contain any material or substantive changes to the pre-approved form are not required to be routed to the Office of the General Counsel for approval.
 - 4.3.3.1 Determinations about whether a contract is a "form" should be made in consultation with the Office of the General Counsel. If you believe a contract should be treated as a standardized "form" contract, please contact the Office of the General Counsel for assistance and review.
- 4.3.4 Capital Projects. For capital projects where the aggregate cost of design and construction is anticipated to exceed \$100,000, the project concept and proposed material terms for contracts for design and construction must be reviewed and approved by the Board of Regents prior to entering into the contracts.
- 4.4 Negotiating and Drafting the Contract. The originator responsible for the preliminary review of a contract should be aware that OCCC, as a state entity, is prohibited from agreeing to certain provisions, such as attorneys' fees, confidentiality, damages, indemnification, and certain intellectual property provisions. See **Attachment A: Items To Consider When Drafting A Contract**. The originator responsible for conducting the necessary due diligence evaluation of a contract should also consult and be aware of the concerns and items generally considered due diligence. See **Attachment B: Due Diligence Considerations**.
- 4.5 Ethical Considerations. Everyone involved with a contract has a duty to disclose and manage any conflict of interest. For guidance, see a summary of laws, policies, and regulations regarding conflict of interest found at this link: <https://www.occc.edu/wp-content/legacy/policy/pdf/2006.pdf>
- 4.6 Routing the Contract. The originator is responsible for utilizing the approved routing form and securing the appropriate approvals prior to signature. See **Attachment C; OCCC Contract Routing and Approval Form**. Once all necessary approvals have been obtained, the Contract Routing and Approval Form and the contract **must** be sent to the Office of the General Counsel. The Office of the General Counsel will review the contract for legal issues and forward it to the appropriate OCCC official for execution or return the contract to the originator with suggested revisions or questions.
- 4.7 Signing the Contract. All contracts involving OCCC must be signed by an OCCC official with the appropriate signatory authority. The President has the authority to sign all

contracts for OCCC, and the President has delegated that authority in part to various institutional officials. The list of OCCC officials or departments that have been given signature authority is listed in the Delegation of Contract Authority. See **Attachment D: Delegation of Contract Authority**.

- 4.7.1 An official with signatory authority from the President may not further delegate that authority to anyone else. If the appropriate official is unavailable to sign a contract, it must be routed for signature to the President or to another official with signatory authority.
- 4.7.2 As with all contracts, the OCCC official who signs the contract has a duty to give due consideration to the meaning of the document and the risk and benefits it may bring to OCCC. He or she also has a duty to disclose and manage any conflict of interest. The official who signs the contract must return an original of the signed contract to the Office of the General Counsel, as the repository of OCCC’s original signed contracts.
- 4.8 Recordkeeping. The OCCC official executing the contract is responsible for keeping a copy, or the original if required by law, of the executed contract, including all attachments, for the period of time required by Oklahoma law, and for uploading all such contracts into OCCC’s contract maintenance system.
- 4.9 Managing the Contract. The originator of the contract is responsible for managing the contract. This includes ensuring that OCCC fulfills its obligations, that the other party fulfills its obligations, and that all necessary payments are timely sent or collected as appropriate. This also includes tending to any necessary renewals or amendments to the contract. The Office of the General Counsel is available to assist with any questions or concerns that may arise in managing the contract.
- 4.10 Responsible Parties. The responsibilities each party has in connection with this policy are:

OCCC Contact Person for Contract	Has primary responsibility for preliminary review of the contract, conducting necessary due diligence, and obtaining required information. Certifies to his/her best belief that the contract is in OCCC’s best interest, is consistent with OCCC’s mission, and that OCCC, and other contracting party if a non-profit organization, can meet their respective contractual obligations. Oversees routing the contract and its implementation and management after execution.
OCCC Finance Division	Reviews all revenue-producing contracts.
Division of Information Technology Services	Reviews all contracts that involve information technology.
Division of External Affairs	Reviews all sponsored agreements.
Department Chair/Office Head/Dean	Reviews and approves contract, representing that the contract is necessary and appropriate to the Department’s/Office’s/Institution’s mission and that such unit can meet its contractual obligations.

Vice President / Executive Director	Reviews and approves contract, representing that the contract is necessary and appropriate to OCCC's mission and that such unit can meet its contractual obligations.
Vice President for Academic Affairs	Reviews and approves all contracts involving educational agreements with other universities, colleges or schools.

4.11 Electronic Signatures. OCCC authorizes the use of preapproved electronic signatures, such as AdobeSign, on contracts utilized in conjunction with this policy. OCCC considers an electronic signature to be an electronic or digital signature executed by individuals with the intent to be bound by, which is unique to the person using it, is capable of verification, and is under the sole control of the signatory. Under Oklahoma law (State Uniform Electronic Transaction Act), an electronic signature is enforceable and is the legal equivalent of the authorized signer's manual signature.

4.11.1 Electronic signatures that do not incorporate security measures and which are typed, copied, pasted, drawn or embedded as an image into a document are not considered compliant with this policy and will not be recognized by OCCC as a legitimate, authorized digital signature.

4.11.2 Individuals seeking to utilize an electronic signature must sign documents using software approved by OCCC. The software must utilize signatory accounts that authenticate users by password and produce a time stamp for the digital signatures.

4.11.3 The enforceability, construction, interpretation, and validity of an electronic signature will be governed by the laws of the State of Oklahoma and the United States of America.

4.11.4 OCCC may authorize the use of less formal means of electronic signatures or electronic approvals for internal OCCC approvals, OCCC routing-form approvals, or for agreements between OCCC and affiliated OCCC entities. Use of less formal means of electronic signatures or electronic approvals shall be discussed with the Office of the General Counsel and must be approved prior to implementation.

FORMS AND RELATED DOCUMENTS

Attachment A: Items To Consider When Drafting A Contract

Attachment B: Due Diligence Considerations

Attachment C: Contract Routing and Approval Form

Attachment D: Delegation of Contract Authority

Effective Date: July 17, 2024 (Replacing No. 3032 Contract Review Procedure 08-04-2003)

ATTACHMENT A

ITEMS TO CONSIDER WHEN DRAFTING A CONTRACT

The Office of the General Counsel has set out below various items that may arise in contract drafting and negotiation. To discuss these items or other issues, please reach out to the Office of the General Counsel.

Arbitration/Alternative Dispute Resolution

OCCC should not agree to a clause that provides that any future disputes be resolved through binding arbitration or other form of alternative dispute resolution because OCCC does not have the authority to limit the type or scope of judicial action that the State of Oklahoma may bring or the type of relief that the State may seek.

Assignment

OCCC generally does not agree to allow the other party to assign its rights under the contract to a third party. We suggest inserting the following language: “This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.”. Additional exceptions may be made where assignment is acceptable. For example, assignment of software contracts due to sale, acquisition, or merger are sometimes permitted.

Attorneys’ Fees/Costs

OCCC should not agree to a provision that awards attorneys’ fees and costs to the prevailing party in any dispute arising out of the contract because OCCC does not have the authority to obligate the State to such future unspecified costs.

Complete Agreement (or Merger) Clause

The contract should contain a “complete agreement” clause, which incorporates all prior representations made during negotiations into the current contract and provides that the representations set forth in the contract are the only representations that bind the parties. We suggest inserting the following language: “This document contains the complete agreement between OCCC and [other contracting party], who stipulate that they, including persons acting on their behalf, have made no representations with respect to the subject matter of this Agreement except such representations as are specifically set forth herein and that any other representation not contained in this Agreement is not binding.”

Confidentiality

The other contracting party may attempt to keep information that it provides to OCCC, and even the terms and conditions of the contract itself, confidential. Generally, OCCC may agree to use that care which it uses to protect its own confidential information not to disclose to any third party information provided to it by the other contracting party, provided that the other party clearly marks all information it considers to be confidential and the contract provides that the provisions of the Open Records Act shall apply regardless of whether the other party may believe certain information is confidential. Blanket statements that all or most information is confidential are not acceptable. The contract must clearly identify what is confidential. The obligation of confidentiality does not apply to information required to be disclosed by law, regulation or court order, including but not limited to the Open Records Act, which controls the disclosure of information once such information becomes a state record. If confidentiality is an issue,

please contact the Office of the General Counsel.

Damages/Limitation of OCCC's Liability

OCCC's liability under a contract should be limited to the amount of monies that OCCC receives from the other contracting party. We suggest inserting the following language: "In no event shall OCCC be liable for any indirect, consequential, special or incidental damages whatsoever, for losses that may arise out of the performance of this Agreement, whether based in contract, tort (including negligence) or otherwise. Any damages arising under this Agreement for which OCCC may be liable for any purpose whatsoever shall be limited to the fees paid under the contract for the prior twelve-month period." Notwithstanding any other provision in the contract, OCCC expressly retains sovereign immunity, including the provisions of the Oklahoma Governmental Tort Claims Act, among others.

Damages/Limitation of Other Contracting Party's Liability

It is generally unacceptable to OCCC for the other contracting party to limit its liability for breaching the contract, to restrict the remedies or relief that OCCC may seek in the event of a breach, or to disclaim express and/or implied warranties. If the other contracting party is attempting to limit its liability in these or other ways, please contact the Office of the General Counsel. In certain instances, vendor limitation of liability may be acceptable as reviewed by the Office of the General Counsel.

Delivery/Risk of Loss

If an item is to be delivered to OCCC, it is preferable that the contract provides that the item be tendered F.O.B. destination point. When so shipped, the risk of loss does not pass to OCCC until the item is delivered to the pertinent OCCC facility.

Effective Date of Contract

Normally, a contract becomes effective when it signed by both parties. In some instances, a contract is worded such that the effective date of the contract is a date before the parties have actually signed the contract. Although this practice should be avoided if possible, if it is essential that the effective date of the contract be before the date that the parties have signed the contract, then the effective date should be referred to "as of" the date in question. Performance should not begin under a contract until the contract has been signed by all parties.

Governing Law and Venue

The contract should state that: "This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. Venue for any action to enforce the terms and conditions of the Agreement shall be in Oklahoma County, Oklahoma." If the other contracting party will not agree to the applicability of Oklahoma law and prefers that the law of another state govern, then the Agreement should remain silent on this issue. Also, OCCC cannot agree to submit to federal court jurisdiction, regardless of where the federal court is located; doing so may constitute a waiver of Oklahoma's Eleventh Amendment rights under the U.S. Constitution.

Indemnification/Hold Harmless/Exculpatory Clause

OCCC does not have the authority to indemnify or hold harmless parties with whom it contracts and thus cannot agree to any contractual provision that attempts to impose such an obligation or otherwise attempts to limit the liability of the other contracting party. Generally, OCCC cannot agree to a provision that exculpates, or excuses, the other contracting party's fault or liability. In addition, if the other contracting party attempts in any way to limit its liability, such as only to acts of "gross" negligence and "willful"

misconduct, please contact the Office of the General Counsel.

Independent Contractor Status

When OCCC contracts with outside third parties, the contract should include language that makes clear that the parties are independent contractors. We suggest inserting the following language: “OCCC and [other contracting party] shall be deemed to be and shall be independent contractors. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other and nothing contained herein shall create a partnership, joint venture, or employment relationship.”

Insurance

For insurance purposes, OCCC, as a state agency, is covered under the insurance products required by the Office of State Risk Management and the application of the Oklahoma Governmental Tort Claims Act. As such, OCCC cannot agree to contractual provisions that require OCCC to purchase private insurance policies, to obtain insurance from a particular carrier or in an amount acceptable to the other party to the contract, or to name the other party to the contract as an additional insured. If the other party wants to reference OCCC’s insurance coverage in the contract, please contact the Office of the General Counsel. In most instances, the contract should require the other party to obtain (or maintain) commercial general liability, automobile, and workers’ compensation insurance and should specify that the other party provide written proof of insurance, satisfactory to OCCC, prior to the execution of the contract.

Intellectual Property/Patent Rights

OCCC’s claims to intellectual property and patent rights should be protected. If these items are an issue in the contract being negotiated, contact the Office of the General Counsel.

Late Payment Fees

OCCC does not agree to pay a charge or fee for late payment. Accordingly, sections or provisions in a contract that would obligate OCCC to pay a late fee should be stricken. If a provision concerning late payment fees is necessary, insert “Fees for late payment, if any, shall be governed by 62 O.S. § 34.72.”

Length of Contract

Ordinarily, OCCC does not agree to enter a contract longer than one year in duration. Exceptions to this may exist in certain circumstances, such as if the contract does not obligate OCCC to pay money and gives OCCC an unrestricted right to cancel the contract at any time. If you believe that it is necessary to enter into a contract for a period longer than one year, please contact the Office of the General Counsel. Contracts may also be renewed. See Renewal of Contract below.

Non-Discrimination

OCCC prohibits illegal discrimination and favors a diversified workforce. Accordingly, we suggest inserting the following language: “Neither OCCC nor [other contracting party] shall discriminate against any person on the basis of age, disability, gender, national origin, race, religion, sexual orientation, or status as a veteran in the performance of this Agreement.”

Notice

The contract should contain the full name, title, address and telephone number of a designated contact person for the other contracting party.

Payment

Particularly if the contract provides that the other party will pay OCCC, the contract should clearly establish the time, place, and method of payment. OCCC will make payments in accordance with 62 O.S. § 34.72.

Renewal of Contract

As noted above, contracts are ordinarily limited to a period of one year. Contracts may, however, be renewed. A contract should not automatically renew. Instead, insert that “this contract may be renewed annually for a period of (insert number) years only upon the written agreement of the authorized representatives of the parties sixty (60) days in advance of expiration of the then-current term.” Contracts requiring OCCC to expend funds may not be renewed unless the necessary funds have been appropriated.

Severability Clause

A severability clause allows a contract to remain enforceable if one or more of its provisions are found to be invalid. We suggest inserting the following language: “If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this contract, such provision is fully severable and this Agreement must be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this contract. The remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance from this Agreement.”

Signatory Authority of OCCC Officials

The President of OCCC has the authority to sign all contracts for OCCC and the President has delegated that authority in part to various OCCC officials. The Delegation of Contract Authority, Appendix D, which can be obtained from the Office of the General Counsel, shows which officials have been delegated authority to sign what type of contracts.

Tax-Exempt Status

As a State public institution of higher education, OCCC is not ordinarily required to pay income or sales taxes. Accordingly, any section of a contract that provides for taxes to be added to payments owed by OCCC should be deleted with the following inserted: “As a public institution of higher education in the State of Oklahoma, OCCC is exempt from the assessment of State sales, use, and excise taxes. Proof of exemption may be provided upon request. In no event shall OCCC be required to pay or reimburse for any taxes whatsoever.” For reference, some of the relevant statutes are located in 68 O.S. §§ 1352, 1356, & 1404.

Travel Expenses

Travel and other additional expenses of the Vendor must be included in the total acquisition price. They may be stated as reasonable and necessary travel expenses to be reimbursed at government rates (GSA), not to exceed a certain dollar amount.

Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents, shall be solely in the

State District Court of Oklahoma County, Oklahoma, which shall exercise exclusive jurisdiction over the parties. Further, notwithstanding any provision in the Contract, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Termination

If the contract allows early termination by the other contracting party, the contract should also provide that the other party shall pay all costs accrued by OCCC as of the date of the termination, including non-cancelable obligations incurred prior to the effective date of termination. In addition, the other party shall repay to OCCC any monies that it received from OCCC for any obligations that the other party has not fulfilled at the time of termination.

Use of OCCC Name

It is important to prevent the unauthorized use of the OCCC name. A contract should provide that: “[Other contracting party] shall not use OCCC’s name in any advertising or publicity material or make any form of representation or statement in relation to the work conducted under the terms of this Agreement that would constitute an express or implied endorsement by OCCC of any commercial product or service, and that it will not authorize others to do so, without first having obtained written approval from OCCC.”

Warranties

OCCC should not “warrant” or make guarantees in a contract. If this is important to the other contracting party, OCCC can agree to language that states that OCCC will use reasonable efforts to perform in accordance with the terms and conditions of the contract.

“Whereas” Clauses

These clauses generally appear at the beginning of a contract. They often provide background information about the parties and the reason(s) the parties are entering into the contract. Such clauses may aid in establishing the intent of the parties and in interpreting the contract should a disagreement later arise, but they are not contract terms. Be mindful that all important terms should be included within the contract, even if such terms are stated within “whereas” clauses.

ATTACHMENT B

DUE DILIGENCE CONSIDERATIONS

When OCCC enters into a contract, it enters into a relationship with another party that offers potential risks and benefits. All OCCC personnel involved with a contract should consider the implications of such a relationship before they negotiate, draft, approve, or sign the contract. Such considerations should, at a minimum, include:

- Does the contract clearly contain: the correct parties' names, price and payment provisions, all deliverables, duration, renewal, and cancellation provisions, jurisdiction, venue and choice of law provisions, non-waiver of sovereign immunity, Open Records Act provisions, vendor proof of insurance, and a non-discrimination clause? Either Oklahoma City Community College or The Board of Regents of Oklahoma City Community College is the OCCC party in every OCCC contract.
- Was the Purchasing Policy followed in determining the awarded vendor, e.g., any requirements for quotes or bids, or exemptions?
- Does a contractual relationship with the other party support the mission of OCCC?
- What are the potential costs and benefits of the contract? Are such costs and benefits of a one-time or recurring nature?
- Does OCCC have the ability to fulfill what would be its obligations under the contract?
- Does the other party have the ability to fulfill what would be its obligations under the contract? Has OCCC contracted with this party before? Have other entities that have previously contracted with this party been contacted?
- Does the individual who will sign the contract on behalf of the other party have the authority to do so?
- What are the consequences for OCCC and the other party if either failed to fulfill its respective obligations?
- Could another unit within OCCC or within an OCCC-affiliated entity provide the "to be contracted for" goods or services?
- Does an existing OCCC contract or master agreement provide the same or similar goods or services?
- Will the contract impact other units at OCCC beyond the unit responsible for managing the contract? If so, have the appropriate personnel at those other units been notified and their views solicited?
- Will the contract impact OCCC-affiliated entities? If so, have the appropriate personnel at those entities been notified and their views solicited?
- How will the contractual relationship appear to the Board of Regents, other State agencies, and the general public?
- Will the contract serve in the best interest of OCCC?

ATTACHMENT C

[To be developed: Internal College Routing Form for Contract Review, Approval, Signatures]

Internal OCCC Routing Form for Contract Review, Approval, and Signatures

Contracts in the Amount of \$5,000 and Over

1. Department Review. The assigned department employee or department contract administrator will review the proposed contract applying OCCC's Contract Requirements and Purchasing Policies.
2. Department Editing. The assigned department contract administrator will insert all questions, comments, and any required OCCC provisions by using the review and edit functions of Microsoft Word or Adobe applications.
3. Supervisory Review. The department contract administrator's department director, associate vice president, or vice president, as appropriate, shall review the proposed contract with any draft questions, comments, and proposed edits and either resolve them and/or approve forwarding the draft for legal review.
4. Legal Review. The assigned OCCC attorney will review the proposed contract containing department edits and either approve the proposed contract as edited or make further revisions. Unless extenuating circumstances arise, such as the need for a "rush" turnaround, the legal contract review response time will normally be within ten business days. Response times may vary depending on the complexity of the contract and existing OCCC priorities requiring legal services.
5. Legal Approval. Upon legal approval, the contract will be routed back to the department. The assigned department contract administrator will provide the proposed OCCC draft to the counterparty for review.
6. Execution. When all terms are agreed upon between the parties, execution is appropriate. Ordinarily, the department will ask the counterparty to execute the contract first. Afterward, the designated OCCC official may sign. Only those designated by the President in writing may sign OCCC contracts. Electronic signatures are acceptable via AdobeSign or other applications with sufficient authentication capability.
7. Contract Administration Following Execution. The assigned department contract administrator is responsible for overseeing proper performance of all contract commitments and for coordinating timely notice of contract renewal or termination as may be appropriate.
8. Record Retention. Each department that executes a contract must place a copy of the signed contract in OCCC's contract administration application, currently ContractSafe. Additionally, OCCC contracts and documents must be maintained as required by law through the State Archives and Records Commission's records disposition schedule and applicable retention and destruction authorization procedures. Please contact Legal Services for more information as necessary.

ATTACHMENT D

DELEGATION OF CONTRACT AUTHORITY

The Governance Policies of the Board of Regents provide that authority to enter contracts on behalf of the institution shall, with certain limited exceptions, vest in the President. Accordingly, the President of OCCC may sign OCCC contracts and additionally delegate contract-signing authority. OCCC's President has therefore designated limited contract-signing authority to the officers and departments as set forth below, effective as of July 1, 2024. The delegation authority conferred by the President may be rescinded at any time by the President upon written notification. Any delegation to a person serving in a capacity described shall be automatically rescinded upon cessation of the delegee's service in their specified capacity. The delegation conveyed may not be further delegated to any other person, or increased in any manner or amount, without prior written authorization from the President.

The delegation authority described below is further limited by a monetary restriction on the authority to enter into contracts or execute contracts limited by the following dollar amounts:

President	Maximum Dollar Amount Permitted by Board of Regents
Executive Vice President	Maximum Dollar Amount of <u>\$50,000</u>
Provost	Maximum Dollar Amount of <u>\$50,000</u>
Vice President	Maximum Dollar Amount of <u>\$50,000</u>
Executive Director	Maximum Dollar Amount of <u>\$50,000</u>

All persons signing contracts on behalf of OCCC must comply with all applicable policies and procedures regarding contracting and procurement.

Officials with signature authority are responsible for assuring the following:

1. An understanding of what is being approved;
2. The information and supporting documentation is accurate and complete;
3. The transaction is allowable, reasonable and justified;
4. The transaction is charged to the correct project(s);
5. There are adequate funds from an approved budget to cover the expense;
6. The funding source is appropriate for the expenditure;
7. No real or apparent conflict of interest on the part of the individual or area involved in the transaction; and
8. Appropriate consultation has taken place with constituencies that might be impacted by the transaction or contract.