



Contracts Review Policy # 150.105

INITIAL EFFECTIVE DATE: February 2008	LAST REVISION DATE: October 11, 2024	RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT Office of the General Counsel
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POLICY STATEMENT

The Contracts Review Policy addresses the review and approval by The Office of the General Counsel (OGC) of certain Contracts entered into by or on behalf of the University.

SCOPE

This policy applies to all University units and departments, including, without limitation, University support organizations such as direct support organizations (DSOs) and health support organizations (HSSOs).

REASON FOR POLICY

To ensure that Contracts that are subject to this policy are reviewed as to form and legal sufficiency.

DEFINITIONS	
TERM	DEFINITIONS
Contract	An agreement between two or more parties that creates an obligation, right, or liability for the University, including, without limitation, University support organizations such as DSOs and HSSOs. Contracts can be referred to by different names (i.e., agreement, letter of agreement, letter of understanding, memoranda of understanding, letter of engagement, click-through agreement, etc.) A contract does not require payment of money or other compensation to create an obligation.
Template	A Contract pre-approved by the OGC for use as-is by the University's community.



Authorized University Signatory	Individuals identified in the Delegation of Signatory Authority, list available at https://generalcounsel.fiu.edu/delegated-authority/ , who are authorized, within the scope of their authority, to approve, execute, and acknowledge, on behalf of the University, all Contracts that they determine to be necessary or appropriate to carry out University business.
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ROLES AND RESPONSIBILITIES

- I. OGC must review and approve the following Contracts (and any amendments thereto) as to form and legal sufficiency prior to signature by an Authorized University Signatory and performance:
 - a. Contracts for the purchase of goods and services when the total contract value is \$150,000 or greater.
 - b. Contracts involving contract parties located outside of the United States, including, without limitation, Contracts involving the provision of educational services overseas and affiliation agreements with entities located outside of the United States.
 - c. Contracts pertaining to the colleges or units within the FIU Academic Health Center, including, without limitation, the College of Medicine, College of Nursing, College of Public Health, and Center for Children and Families.
 - d. Contracts processed by the Office of Research and Economic Development (ORED).
 - e. Contracts related to construction and/or architectural and engineering services.
 - f. Lease agreements and license and/or use agreements for real property, whether the property is located on or off a FIU campus and whether FIU is the landlord or the tenant.
 - g. Contracts related to the issuance of bonds, loan agreements, promissory notes, lease- purchase agreements, leases, and other similar agreements.
 - h. License Agreements with respect to the University’s trademarks and intellectual property.
 - i. Collective Bargaining Agreements.
 - j. Contracts that give any outside entity access to the University’s data.
 - k. Liability waivers and releases.
 - l. Contracts with any governmental agency.
 - m. Contracts whereby the President, Provost, a University vice president or dean has requested that they be reviewed by the OGC.



II. Templates for various contractual arrangements posted on the OGC website at <http://generalcounsel.fiu.edu>, such as those listed below, or available in the University's contract management system (TCM), do not require further review by OGC:

- a. Affiliation Agreement (non-health care related)
- b. Athletics Sponsorship Agreement
- c. Gift Agreement
- d. Premises Use Agreement

Modifications to any standard terms and conditions set forth in a Template must be approved by the OGC regardless of the amount of the Contract.

III. Contracts being entered into on behalf of an academic unit and requiring the signature of the Office of the Provost and Executive Vice President, Academic Affairs, shall contain a signature of the College or School, or director of the unit, indicating approval of the Contract's terms.

IV. Only Authorized University Signatories are authorized to execute Contracts on behalf of the University, including, without limitation, University support organizations such as DSOs and HSSOs.

V. This policy applies to all University employees, as well as employees acting on behalf of University support organizations such as DSOs and HSSOs.

RELATED RESOURCES

Contracts for the Purchase of Goods, Services, Meeting Space, or Licenses and Leases
Contract for Affiliation Agreements and any other Agreements not Requiring Payment from FIU.

CONTACTS

RESPONSIBLE UNIVERSITY DIVISION/DEPARTMENT

Office of the General Counsel
Florida International University

RESPONSIBLE ADMINISTRATIVE OVERSIGHT

Office of the General Counsel
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HISTORY

Initial Effective Date: February 2008

Review Dates (*review performed, no updates*): N/A

Revision Dates (*updates made to document*): November 3, 2008; July 2014; November 22, 2023; April 22, 2024; October 11, 2024 (procedure only).



Contracts Review Policy # 150.105a

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February 2008	October 11, 2024	Office of the General Counsel

PROCEDURE STATEMENT

All Contracts listed in the Contracts Review Policy # 150.105 must be submitted to the OGC for review prior to performance by either party and execution by the University, DSO, or HSSO. Contracts for the purchase of goods and services must be submitted using the University’s contract management system, TCM.

Contract documents must be legible and read by the appropriate individual in the department to ensure their content comports with the agreed upon business terms.

Electronic versions of the documents as well as copies of prior Contracts with the same party will serve to expedite the review and negotiation process and should be submitted whenever possible.

At least ten (10) business days must be allowed for the OGC and the signing authority to review and process a Contract prior to the commencement of the Contract. Questions regarding changes made by the OGC should be directed to the attorney making the changes.

Upon completion of the Contract review by the OGC, the agreement will be forwarded to the appropriate individual for processing.