

Duke Signature Authority Policy & Contract Elements Review



Introduction and Context

The Duke University Board of Trustees approved a new policy providing certain senior leaders, including the Provost, the authority to enter Duke into contracts.

The policy also allows the Provost to formally delegate authority to other leaders within the schools and units.

Deans, Vice Provosts and other senior leaders were invited to provide information about the contracts their schools and units encounter and make requests for this formally delegate signature authority.

Requests were carefully considered, with the policy's intent to substantially limit those with Duke signature authority balanced against the need for efficient operations.

The vast majority were approved.

Duke



Updated policy can be found at:

<https://policies.duke.edu/policy/signature-authority-policy/>

**Provost Reporting Line
Authorized Signers Matrix**
as of October 1, 2024

The positions identified in the table below possess delegated Signature Authority in accordance with Duke University's Signature Authority Policy to sign certain types of Contracts on behalf of the University that involve the academic affairs of the University. Below is a list of Contract types with the Authorized Signers corresponding to each. The Provost has authority to revise this list of Signature Authority delegations from time to time.



Contracts Involving the Procurement of Goods and Services:

Contract Type	Authorized Signer
Contracts involving the academic affairs of the University	Provost, Executive Vice Provost
Contracts involving the business, finance, and administration of academic operations of the University	Vice Provost for Finance and Administration
Contracts involving the procurement of goods and services routinely purchased by the school or unit that involve the academic affairs, business, finance, or administration of academic operations with a value of less than \$10,000, excluding the following that must be reviewed and signed by Procurement and Supply Chain: <ul style="list-style-type: none"> IT Contracts (including AI, Software License, Cloud Computing, SaaS, IT Professional Services, and IT systems equipment) Contracts for the processing, storing, or handling of Duke data, personal data, student data, research data, and/or protected health information Contracts involving the creation, ownership, or licensing of IP Purchases using externally sponsored research funds 	Deans, Executive Vice Deans/Deputy Deans, School Chief Financial Officers, and senior administrators who report directly to the aforementioned school leaders and to whom this authority is formally delegated by the leader consistent with Appendix A. Each school is responsible for maintaining current records with the names and titles of employees who hold such delegated signature authority. Vice Provosts, Assistant Vice Provost for Interdisciplinary



Employment-Related Contracts and those Not Involving the Procurement of Goods and Services:

Contract Type	Authorized Signer
Contracts involving the academic affairs of the University	Provost, Executive Vice Provost
Contracts involving the business, finance, and administration of academic operations of the University	Vice Provost for Finance and Administration

It is important to read the entire policy and pay particular attention to Appendix C, which lists the signature authority that has been delegated by the Provost.

Serious Responsibility

The authority to sign a contract on behalf of Duke University carries significant responsibility.

Even a very low dollar value contract or one not involving money can place substantial risk upon Duke if it includes problematic language.

Before signing any contract, it is critical that you read every word and understand the implications of the contract language.

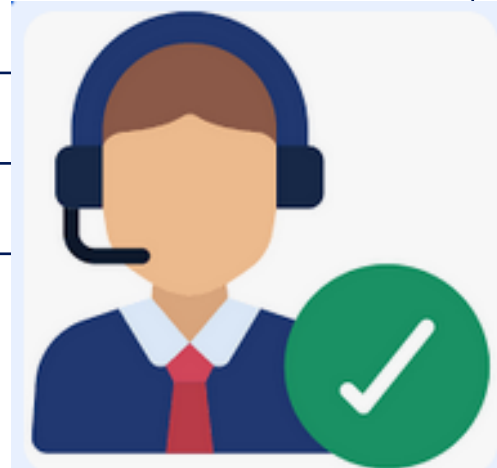
If you are unclear or not sure, stop everything, don't sign, and contact Duke Procurement Services for help.

This is such an important point.






Procurement Contact Info

Procurement Customer Support	Procurement@duke.edu / 919-684-4010
Professional Services	Maureen Selman, Sr. Director of Strategic Sourcing. Maureen.Selman@duke.edu / 919-660-1833
Medical Supplies / Implants	Robin Butler , Direct of Strategic Sourcing. Robin.Butler@duke.edu / 919-668-3307
IT Software, Hardware	Charles Gruer, Sr. Director of Strategic Sourcing. Charles.Gruer@duke.edu / 919-684-8322
Capital Equipment and Construction	Lisa Evans, Director of Strategic Sourcing. Lisa.Churchill@duke.edu / 919-613-8356
Pharmacy	Sherry Deloach, Director of Strategic Sourcing. Sherry.deloach@duke.edu / 919-684-5352
Professional Services Team	
Dean Freck	Dean.freck@duke.edu (contingent labor, consulting, education, copyright licensing and research support agreement)
Karen Williams	karen.d.williams@duke.edu
Joe Busuka	floriljo.busukja@duke.edu (marketing, advertising, media, travel, meeting and events)
Jason Reed	jason.reed@duke.edu (interpretation / translation, telemedicine, HR, housing, revenue cycle)






Contract Elements 101

We will now walk through some of the most common contract elements you may encounter.

Contract Element	Guidance
 Term & Termination Rights	<p>No auto-renewal</p> <p>3-year maximum contract term</p> <p>Termination for convenience must be included (allowing Duke to terminate with no cause at any time)</p> <p>No termination fees of any kind (e.g., early termination fees if Duke terminates without cause)</p>
 Invoicing & Payment Terms	<p>30 - 45 payment terms (time begins at the receipt of an accurate invoice)</p> <p>Firm pricing for the term of the agreement or a mutual agreed upon inflationary cap not to exceed 3%</p> <p>Sales tax exemption language must be included</p>
 Governing Law and Venue	<p>Governing Law should be either the State of North Carolina or State of Delaware</p> <p>Venue should be Durham County, NC</p>

Contract Terms 101

Here are a few more...

Contract Element	Guidance
 Details Regarding Products or Services	<p>Review Duke's obligations under the contract and confirm Duke stakeholders agree to fulfill those obligations</p> <p>Include detailed descriptions of the products and/or services to be provided by the vendor</p>
 Shipping and Freight	<p>Freight should always be FOB Destination and Not Origin.</p> <p>Origin shifts the ownership of the product to Duke when shipping begins, which means Duke is responsible for losses and damages.</p>
 Duke Legal Name	<p>Confirm correct Duke legal name is used "Duke University"</p>

Contract Terms 101



Contract Element	Guidance
Indemnification	<p>Do not agree to have Duke indemnify the vendor which means Duke pays for vendor's legal fees and losses. Either Duke should be indemnified in the contract or both Duke and the vendor should be indemnified.</p> <p>Only in very limited circumstances should Duke agree to indemnify the vendor.</p>
Duke Logos and Trademarks Publicity and Use of Duke's Name	<p>Should not be included in any agreement without written approval by Procurement in advance. Very important.</p>
Notices	<p>Confirm vendor and business owner contact information for all contract notices and show that notices to Duke should go to Duke Procurement and the person signing within your school or unit.</p>
Signature and Dates	<p>Make sure all documents associated with the agreement are signed, but only after you are 100% certain the agreement and what it says meets your needs and the guidance described.</p>

Contract Terms 101



Contract Language	What to Do?
Limitation of Liability	Do not agree to the vendor having a limitation of liability. If the vendor requires a limitation of their liability, negotiate so that the liability limits equal Duke's minimum insurance requirements for the good or service. Duke's minimum insurance requirements are listed below and should be included in the contract.

Required Coverage. Supplier shall obtain and maintain general liability, bodily injury, property damage, motor vehicle liability and workers compensation insurance covering Supplier, Supplier's property, and Supplier's personnel performing services under this Agreement. Such insurance shall be as set forth below:

- a) Statutory Workers' Compensation Insurance;
- b) Contractor or General Liability Insurance including:
 - i) Bodily Injury - \$2 million each person and \$5 million aggregate,
 - ii) Property Damage - \$2 million each person and \$5 million aggregate, and
 - iii) Products and Completed Operations - \$5 million aggregate;
- c) Automobile Liability including owned, non-owned, and hired vehicles covering:
 - i) Bodily Injury - \$2 million each person and \$5 million aggregate, and
 - ii) Property Damage - \$2 million each occurrence and \$5 million aggregate;
- d) Contractual Liability including:
 - i) Bodily Injury - \$2 million each person and \$5 million aggregate,
 - ii) Property Damage - \$2 million each occurrence and \$5 million aggregate, and
 - iii) Umbrella Excess Liability Insurance in the amount of \$5 million over primary insurance coverage.

The obligations under this Section shall survive the expiration or termination of this Agreement for a period of two (2) years.

As a parting thought...

“If in doubt, reach outfor help.”

Thanks for your leadership and support.