1. Why do we need a Policy on Contracting at Barnard?

A: So that we can consistently keep track of what institutional obligations Barnard College is taking on by designating those employees who have authority to bind Barnard College contractually and by providing for systematic review of contract terms that may create unacceptable financial, legal, or operational risks or otherwise create unintended obligations that are not in the best interests of the College, its faculty, staff, and students.

2. What “contracts” are covered?

A: All agreements (including those that may have been made verbally in the past) that obligate Barnard College to provide payment, services, goods, or use of College property, facilities or other resources to a third party.

3. Why should agreements always be in writing?

A: So that there is a record of the specific responsibilities and rights of Barnard College and other parties to the agreement. This is important in case a question comes up about who is supposed to do what under the agreement, how much Barnard College is to pay, or other terms. Certain types of agreements can’t even be legally enforced unless they are written and signed.

4. When and how should I send a contract for review?

A: As soon as you have a proposed contract from a third party or once you’re fairly certain you’ll be entering into an arrangement for goods, services, or facilities with another party and need a contract, contact the Director of Purchasing. The Director of Purchasing will ensure review by other departments, if necessary, is done. Please allow enough lead time for drafting, editing and further negotiations (if needed) before any deadline. Send all documents electronically as email attachments in Microsoft Word format, if possible, and include all documents that are cross-referenced or attached to the main contract.

5. What contracts should be sent to the Office of General Counsel (OGC) for review before they are signed?

A: Any contract that requires the College to pay out more than $50,000, as well as any contract that involves unique risks and liability to the College (regardless of the monetary amount of the contract). If you’re not sure whether a contract involves unique risks or liability, err on the side of caution and send it to OGC for review. If you’re using a form contract that OGC developed or approved, you do not need to send it each time you use it if you haven’t changed the form.

6. Who else might need to review a contract?

A: Any department that will need to provide technical support, facilities, or personnel to fulfill Barnard College’s obligations should review and approve the contract before it is signed. For example, a software contract should be reviewed by BCIT to determine whether Barnard College can support the software; a private or federal grants contract should be reviewed by Development so they may coordinate with the affected faculty/staff; a contract for use of Barnard College property/facilities should be reviewed by the VP of Campus Services.
7. Who can sign on behalf of the College?

A: Under the policy, only the Officers and Directors listed in the Delegation of Signature Authority have the authority to sign contracts that bind the College unless they have specifically delegated that authority in writing. These Officers have the ability to delegate the signature authority.

See the Delegation of Signature Authority available at the following link: http://barnard.edu/general-counsel/Contract-signing-authority

8. What if I’ve signed contracts in the past – can I keep signing?

A: Not without written delegation from the Officer in charge of your division.

See the Delegation of Signature Authority available at the following link: http://barnard.edu/general-counsel/Contract-signing-authority

9. What if I sign a contract without authority or enter into a verbal agreement?

A: The College may decline to recognize an unauthorized contract as binding against Barnard College. You could be personally liable for fulfilling the agreement if the other party tries to enforce it.

10. Who should keep the original and copies of the contract when it has been signed by all parties, and for how long?

A: All fully-signed original contracts (including leases and purchase orders) should be promptly provided to the Director of Purchasing and General Counsel for purposes of recordkeeping, audit reporting, and payment. The Department initiating the contract should keep all contracts for four (4) to seven (7) years from the expiration/termination of the contract per Barnard’s Record Retention Policy. The College official who signs the contract is responsible for providing an electronic version of the signed contract to the Office of the General Counsel and the Director of Purchasing.