



Alcorn
State University®

University Contracting Policy Manual

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1. INTRODUCTION AND PURPOSE

1.1 BACKGROUND

Alcorn State University is a public institution of higher education with the legal authority to enter into contracts and agreements necessary to fulfill its educational mission and institutional priorities. As a public body operating under Mississippi state law, the University must adhere to specific legal and ethical requirements that govern its contractual relationships and affect its ability to accept certain contract terms. This includes compliance with Mississippi Board of Trustees of State Institutions of Higher Learning (IHL) regulations, state procurement laws, and federal requirements applicable to public institutions.

The University's contracting activities span a wide range of agreements including but not limited to procurement of goods and services, revenue-generating partnerships, real estate transactions, technology licenses, research collaborations, and educational affiliations. Each of these contractual relationships carries inherent risks and opportunities that must be carefully evaluated and managed to protect the University's interests while advancing its mission.

1.2 PURPOSE AND OBJECTIVES

This comprehensive policy manual establishes the framework for all contractual activities at Alcorn State University and serves multiple critical purposes. The primary objective is to ensure that all University contracts are reviewed, negotiated, and executed following appropriate institutional procedures that protect the University's legal, financial, and reputational interests. The manual provides clear guidance on risk analysis and management, ensuring that contractual risks are identified, evaluated, and addressed at the appropriate organizational level.

The policy manual also serves to provide business units throughout the University with the necessary tools, resources, and delegated signatory authority needed to effectively assess contractual risks and enter into agreements that best serve the University's mission and strategic objectives. By establishing standardized processes and procedures, the manual promotes consistency, efficiency, and accountability across all University operations.

Additionally, this manual reflects the University's commitment to leveraging modern technology through the implementation of the DocuSign contract management system, which provides enhanced security, improved workflow management, and better documentation capabilities while maintaining the necessary oversight and approval processes required for public institutions.

1.3 POLICY AUTHORITY AND GOVERNANCE

This policy manual is established under the direct authority of the President of Alcorn State University and is administered by the Office of University Compliance. The policy operates within the framework of the Mississippi Board of Trustees regulations, state law, and federal requirements applicable to public institutions of higher education. All University personnel involved in contractual activities are required to comply with the provisions set forth in this manual, and violation of these policies may result in disciplinary action up to and including termination of employment.

2. SCOPE AND APPLICATION

2.1 INSTITUTIONAL COVERAGE

This policy manual applies comprehensively across all campuses, centers, and operations of Alcorn State University. This includes the main campus in Lorman, Mississippi, as well as the Vicksburg and Natchez campuses, all Research and Extension Centers, and any other facilities or operations conducted under the University's authority. The policy encompasses all organizational units including academic departments, administrative offices, student services, auxiliary enterprises, and support services.

The scope extends to all individuals who may be involved in contractual activities on behalf of the University, including faculty members, staff employees, student workers, contractors performing services for the University, and visitors who may participate in University-sponsored activities that involve contractual obligations. This broad application ensures consistent treatment of contractual matters regardless of the specific location or organizational unit involved.

2.2 CONTRACTUAL COVERAGE

The policy applies to all agreements, contracts, and legally binding commitments entered into by or on behalf of Alcorn State University. This includes formal written contracts as well as informal agreements that create legal obligations for the University. The coverage encompasses purchase agreements, service contracts, licensing agreements, partnership arrangements, memoranda of understanding, letter agreements, and any other document or arrangement that creates mutual obligations between the University and external parties.

The policy also applies to contract modifications, amendments, renewals, and extensions of existing agreements. Any change to an existing contractual relationship must be processed through the established procedures outlined in this manual to ensure proper authorization and documentation.

2.3 EXCLUSIONS AND SPECIAL CIRCUMSTANCES

While this policy is comprehensive in its application, certain types of agreements are excluded from its coverage or are subject to specialized procedures. Faculty appointment letters and employment contracts are governed by separate Human Resources policies and procedures, though they may reference this policy for certain contractual elements. Internal agreements between different University departments or units are not considered University contracts under this policy, as they do not create external legal obligations.

Contracts entered into solely by legally separate entities such as the University Foundation or independent student organizations are generally not covered by this policy, provided these organizations are acting independently and not binding the University to any obligations. However, any agreement that involves University resources, facilities, or personnel may be subject to this policy regardless of the contracting entity.

Research contracts and subcontracts funded by external sources are subject to specialized procedures, though certain signature requirements and general principles outlined in this policy still apply. The University recognizes that research agreements often have unique requirements and timelines that necessitate specialized handling while maintaining appropriate oversight.

3. DEFINITIONS

3.1 UNIVERSITY CONTRACT

A University Contract is defined as any agreement, arrangement, or understanding between two or more parties where at least one party is Alcorn State University or any of its departments, centers, or organizational units, and where the University has a legal or financial interest at stake. The agreement need not be formally titled as a "contract" to fall within this definition. Documents may be called memoranda of understanding, letters of agreement, service agreements, licensing agreements, or simply "agreements," but if they create legal obligations for the University, they are considered University Contracts subject to this policy.

The key determining factor is whether the University has obligations, responsibilities, or interests that could be affected by the agreement. This includes situations where University employees are acting within the scope of their employment and entering into relationships with external parties that place obligations on the University or commit University resources.

3.2 AUTHORIZED SIGNATORY

An Authorized Signatory is an individual who has been granted specific written authority by the President to execute contracts on behalf of Alcorn State University. This authority may be general in nature or limited to specific types of contracts, dollar amounts, or subject matter areas. Only individuals with properly delegated signature authority may legally bind the University to contractual obligations.

The delegation of signature authority is a serious responsibility that carries both legal and fiduciary obligations. Authorized Signatories must ensure that they operate within the scope of their delegated authority and that all contracts they execute comply with University policies, state law, and applicable federal regulations.

3.3 CONTRACT MANAGER

A Contract Manager is the designated University employee responsible for overseeing the day-to-day administration of a specific contract or group of contracts. The Contract Manager serves as the primary point of contact between the University and the contracting party for all matters related to contract performance, compliance, and administration. This individual is responsible for monitoring contract performance, ensuring compliance with contractual terms, processing payments and invoices, and maintaining accurate records of all contract-related activities.

The Contract Manager also serves as an early warning system for potential contract problems or disputes and is responsible for coordinating with the Office of University Compliance and other appropriate offices when issues arise that may require legal or administrative intervention.

3.4 DOCUSIGN ADMINISTRATOR

The DocuSign Administrator is University personnel specifically authorized to manage and oversee the DocuSign contract management system on behalf of the University. This includes responsibility for user access management, system configuration, template creation and maintenance, security oversight, and ensuring compliance with University policies and procedures related to electronic signature and document management.

DocuSign Administrators also serve as the primary technical support resource for system users and are responsible for coordinating with the vendor for system updates, maintenance, and troubleshooting. They work closely with the Office of University Compliance and Information Technology Services to ensure the system operates securely and efficiently.

4. CONTRACT AUTHORITY AND SIGNATURE REQUIREMENTS

4.1 FUNDAMENTAL AUTHORITY STRUCTURE

The authority to execute contracts on behalf of Alcorn State University rests exclusively with the President as the chief executive officer of the institution. This authority is derived from Mississippi state law and the policies of the Mississippi Board of Trustees of State Institutions of Higher Learning. The President may delegate signature authority to other University officials, but such delegation must be in writing and must clearly specify the scope and limitations of the delegated authority.

The concentration of contract authority in the President's office ensures institutional accountability and provides a clear chain of responsibility for contractual commitments. It also ensures that all

contracts are consistent with University policies and strategic objectives before execution. Any contract signed by an individual without proper authority may be declared void if it is in the University's best interest to do so, and the individual who signed without authority may be held personally liable for any consequences.

4.2 DELEGATED SIGNATURE AUTHORITY

The President has delegated specific signature authority to certain University officials to ensure efficient operations while maintaining appropriate oversight. For employment agreements, faculty contracts may only be signed by the President, reflecting the significance of faculty appointments to the University's academic mission.

Residential lease agreements where the University serves as the landlord may be signed by the appropriate senior managers who have received written delegation from the President. This delegation typically includes specific parameters regarding lease terms, rental amounts, and other conditions that must be met. Conference services agreements may be signed by the appropriate Vice President, recognizing the routine nature of these agreements and the need for efficient processing.

Athletic department agreements including athletic event agreements, game contracts, facility rental agreements, and certain sponsorship agreements may be signed by the Athletic Director under written delegation from the President. This delegation recognizes the unique timing requirements and specialized nature of athletic contracts while ensuring appropriate oversight.

4.3 TECHNOLOGY AND DATA SECURITY REQUIREMENTS

All contracts involving the electronic storage, hosting, sharing, or processing of University data and information must receive prior review and approval from the Chief Information Officer before execution by an Authorized Signatory. This requirement applies regardless of whether the University data flows into the University, outside the University, or through cloud computing, file sharing, or other third-party technology service platforms.

The Chief Information Officer's review ensures that appropriate data security measures are in place, the University's data governance policies are followed, and the contract includes necessary provisions for data protection, breach notification, and compliance with applicable privacy laws including the Family Educational Rights and Privacy Act (FERPA) and other regulations applicable to educational institutions.

4.4 CONSEQUENCES OF UNAUTHORIZED SIGNATURES

The University does not recognize contracts signed by University employees or agents as binding unless the individual has properly delegated signature authority as described in this policy. Employees who sign contracts purporting to bind the University without proper authority may be held personally liable under the contract and may be subject to University disciplinary action up to and including termination of employment.

This strict policy is necessary to protect the University from unauthorized commitments and to ensure that all contractual obligations are carefully reviewed and approved before execution. It also serves to protect individual employees from personal liability by ensuring they understand the limits of their authority and the proper procedures for contract execution.

5. DOCUSIGN CONTRACT MANAGEMENT SYSTEM

5.1 SYSTEM IMPLEMENTATION AND PURPOSE

Alcorn State University has implemented DocuSign as its primary contract management system to enhance the efficiency, security, and accountability of its contracting processes. The DocuSign system provides electronic signature capabilities, automated workflow management, secure document storage, and comprehensive audit trails that meet the University's needs as a public institution subject to various regulatory and compliance requirements.

The implementation of DocuSign represents a significant advancement in the University's contract management capabilities, providing real-time tracking of contract status, automated notifications and reminders, and enhanced security features that protect sensitive institutional information. The system also provides better accessibility for authorized users while maintaining strict control over document access and modification.

5.2 ACCESS CONTROL AND SECURITY FRAMEWORK

The DocuSign system operates under a comprehensive security framework that includes multiple levels of user access based on job responsibilities and authorization levels. Administrator access is reserved for personnel responsible for system management, template creation, and overall system oversight. Sender access is provided to DocuSign Users authorized to initiate and manage contracts within their designated areas of responsibility. Signer access allows Contract Originators and other signees to review and execute documents assigned to them, while Viewer access provides read-only capabilities for individuals who need to review documents but are not authorized to modify or execute them.

The system maintains comprehensive audit trails that track all user activities, document access, modifications, and signature events. These security measures ensure compliance with University information security policies and applicable state and federal requirements for the protection of institutional data.

5.3 DOCUMENT MANAGEMENT AND RETENTION

The DocuSign system serves as the primary repository for executed University contracts, maintaining secure storage with automated backup capabilities. All executed contracts are retained in the system for a minimum of five years in accordance with University records retention policies

and state law requirements. The Office of University Compliance maintains oversight of the retention process and ensures that contracts are properly archived and accessible for audit, legal, or administrative purposes.

The system provides advanced search and retrieval capabilities that allow authorized users to quickly locate specific contracts or groups of contracts based on various criteria including contract type, date range, contracting party, or dollar amount. Regular system maintenance and archive reviews are conducted to ensure data integrity and system performance.

5.4 ELECTRONIC SIGNATURE VALIDITY AND LEGAL COMPLIANCE

Electronic signatures executed through the DocuSign system carry the same legal weight and validity as traditional handwritten signatures when properly authenticated and authorized. The system complies with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Uniform Electronic Transactions Act (UETA), ensuring that electronically signed contracts are legally enforceable and admissible in legal proceedings.

The DocuSign system provides comprehensive authentication mechanisms including email verification, access code verification, phone authentication, and knowledge-based authentication depending on the security requirements of specific contracts. The system also maintains detailed audit trails that document the entire signature process, providing legal evidence of the authenticity and integrity of electronically executed contracts.

6. CONTRACT REVIEW AND APPROVAL PROCESS

6.1 PRE-SUBMISSION REQUIREMENTS AND PREPARATION

Before any contract can be submitted for review and approval, the Contract Originator must complete the comprehensive preparation to ensure that the contract serves the University's interest and complies with all applicable requirements. This preparation begins with a thorough needs assessment that identifies the specific requirements the contract is intended to address and evaluates whether a contractual relationship is the most appropriate means of meeting those needs.

The Contract Originator must verify that adequate budgetary authority exists to support the contractual commitment and that appropriate funding has been identified and allocated. This includes consideration of both direct costs and any indirect costs or resource commitments that may be required for contract performance.

All contracts must be submitted for review at least thirty days prior to their intended effective date to allow adequate time for the comprehensive review process. This timeline may be extended for complex contracts or those requiring external agency review. The initiating party must provide complete documentation including the proposed contract, any related attachments or exhibits.

6.2 DOCUSIGN WORKFLOW IMPLEMENTATION

The University's contract review and approval process is implemented through structured workflows within the DocuSign system that ensure consistent application of review requirements and maintain clear accountability for each step of the approval process. The workflow begins when the DocuSign User creates a DocuSign envelope containing the proposed contract and all required supporting documentation.

The system automatically routes the contract through the appropriate review sequence based on contract type, dollar amount, and organizational unit. Each reviewer receives automated notifications of pending reviews and has access to all relevant documentation through the secure DocuSign interface. The system maintains real-time status tracking so that all parties can monitor the progress of contract review and identify potential bottlenecks or delays.

Reviewers can add comments, request modifications, or approve contracts electronically through the system. When modifications are requested, the system routes the contract back to the appropriate party for revision and resubmission. This electronic workflow eliminates the delays and inefficiencies associated with physical document routing while maintaining comprehensive documentation of all review activities.

6.3 REVIEW SEQUENCE AND RESPONSIBILITIES

The contract review process follows a structured sequence that ensures appropriate evaluation at each organizational level. The process typically begins with departmental review where the budgetary authority and department head evaluates the contract for consistency with departmental objectives, budgetary adequacy, and operational feasibility. This review includes verification that the contract terms accurately reflect the negotiated agreement and that the department has the necessary resources and capabilities to fulfill its obligations.

6.4 COMPLIANCE AND LEGAL REVIEW

All contracts undergo comprehensive compliance and legal review by the Office of University Compliance to ensure adherence to applicable laws, regulations, and University policies. This review includes an evaluation of contract terms for legal acceptability, identification of potential risk factors, and verification that required approvals have been obtained. The compliance review also ensures that contracts include necessary provisions for insurance, indemnification, dispute resolution, and other protective measures.

Contracts may be forwarded to external agencies for specialized review as required by state law or University policy. This may include review by the Mississippi Attorney General's Office Universities Division, Mississippi ITS for technology contracts, or other state agencies as appropriate. The Office of University Compliance coordinates these external reviews and ensures that any required modifications are properly implemented.

Legal counsel reviews all contracts involving real estate transactions, study abroad programs, and those requiring Board of Trustees approval. Legal counsel also reviews any contract where legal concerns are identified during the review process, ensuring that the University's legal interests are properly protected.

6.5 FINAL EXECUTION AND DISTRIBUTION

Upon completion of all required reviews and approvals, contracts are forwarded to the President or appropriate Authorized Signatory for final execution. The DocuSign system ensures that contracts cannot be executed until all required approvals have been documented and that the executing party has proper signature authority for the specific contract.

After University execution, the contract is electronically transmitted to the contracting party for their signature. The system monitors the execution process and provides automated reminders to ensure timely completion. Once fully executed by all parties, the system automatically distributes copies to all relevant parties and maintains the original in the secure University contract repository.

The Office of University Compliance maintains a comprehensive log of all executed contracts and monitors compliance with contract terms and conditions. This centralized oversight ensures that contracts are properly administered and that any issues or concerns are promptly addressed.

7. CONTRACT TYPES AND SPECIAL REQUIREMENTS

7.1 GOODS AND SERVICES PROCUREMENT

Contracts for the procurement of goods and services represent a significant portion of University contracting activity and are subject to specific requirements under Mississippi state law and University procurement policies. These contracts must comply with competitive bidding requirements where applicable, with thresholds and procedures established by state law and University policy. The procurement process must be conducted in a fair and transparent manner that provides equal opportunity for qualified vendors while ensuring the University receives the best value for its expenditures.

All goods and services contracts must include appropriate specifications that clearly define the University's requirements, performance standards, delivery schedules, and acceptance criteria. The contracts must also include necessary provisions for insurance coverage, performance bonds where appropriate, and warranty protections that safeguard the University's interests. Payment terms must be structured to protect the University's cash flow while providing reasonable accommodation for vendor requirements.

7.2 REVENUE-GENERATING AGREEMENTS

Revenue-generating agreements require specialized evaluation to ensure that the University maximizes its financial return while maintaining appropriate control over the use of its resources and facilities. These agreements must include clear and specific revenue-sharing terms that protect the University's interests while providing appropriate incentives for partner performance. Performance metrics and reporting requirements must be established to monitor the effectiveness of the revenue-generating arrangement and ensure compliance with agreed-upon terms.

Intellectual property considerations are particularly important in revenue-generating agreements, as the University must protect its rights to trademarks, copyrights, patents, and other intellectual property while allowing appropriate use by partners. Termination and renewal provisions must be carefully structured to provide the University with flexibility while ensuring continuity of revenue streams where appropriate.

7.3 REAL ESTATE TRANSACTIONS

Real estate contracts are among the most complex and legally significant agreements entered into by the University and require specialized handling to protect the University's interests. All real estate agreements must undergo mandatory legal counsel review regardless of their size or complexity, as real estate transactions involve unique legal considerations and potential liabilities that require expert evaluation.

Real estate purchases, sales, and long-term leases typically require the Institutions of Higher Learning (IHL) approval, and certain transactions may require approval from the State Building Commission or other state agencies.

7.4 TECHNOLOGY AND DATA MANAGEMENT AGREEMENTS

Technology contracts require specialized evaluation to address the unique risks and requirements associated with technology systems, data management, and information security. All technology agreements must undergo comprehensive data security and privacy impact assessment to identify potential risks to University data and ensure that appropriate protective measures are implemented.

FERPA compliance review is mandatory for any technology agreement that involves access to student educational records or personally identifiable information. The review must ensure that the contractor understands and agrees to comply with FERPA requirements and that appropriate safeguards are in place to protect student privacy. Cybersecurity risk evaluation must assess the contractor's security capabilities and ensure that University data will be adequately protected from unauthorized access, use, or disclosure.

Disaster recovery and business continuity planning requirements must be addressed to ensure that University operations can continue in the event of system failures or other disruptions. Technology contracts must include specific provisions for data encryption and security standards that meet or

exceed University requirements, breach notification procedures that ensure prompt reporting of any security incidents, and data retention and destruction policies that comply with University records management requirements.

Audit rights and compliance monitoring provisions must be included to allow the University to verify contractor compliance with security and privacy requirements. These provisions should include the right to conduct periodic security audits and the requirement for contractors to provide regular compliance reports and certifications.

7.5 INTERNATIONAL AGREEMENTS AND PARTNERSHIPS

International agreements present unique challenges and opportunities that require specialized consideration and expertise. Export control compliance review is mandatory for any international agreement that may involve the transfer of technology, technical data, or controlled commodities. The University must ensure compliance with U.S. export control laws including the Export Administration Regulations and the International Traffic in Arms Regulations.

Foreign Corrupt Practices Act compliance must be addressed for any international agreement that involves payments to foreign entities or individuals. The University must ensure that all payments are legitimate and that no prohibited payments are made to foreign officials or political parties. Cultural and language considerations must be addressed to ensure that contract terms are clearly understood by all parties and that cultural differences do not create misunderstandings or compliance issues.

Currency and payment method specifications must be carefully considered to minimize foreign exchange risk and ensure that payment procedures comply with University financial policies and federal regulations. Banking and wire transfer requirements may need special handling to ensure compliance with anti-money laundering and other financial regulations.

8. PROHIBITED CONTRACT CLAUSES

8.1 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

As a public institution, Alcorn State University is generally prohibited from agreeing to indemnify or hold harmless other parties except in very limited circumstances specifically approved by legal counsel and consistent with state law. Indemnification clauses that would require the University to assume liability for the acts or omissions of contractors or other parties are typically unacceptable as they could expose the University to unlimited liability and may exceed the University's legal authority.

When indemnification provisions are proposed, they must be carefully reviewed to determine whether they fall within acceptable parameters. Limited indemnification for specific, defined circumstances may be acceptable if it is reciprocal, limited in scope, and consistent with the University's legal authority. Any indemnification provision must be reviewed and approved by

legal counsel before acceptance.

The University's position on indemnification is based on its status as a state entity with limited sovereign immunity and its responsibility to protect public resources from unnecessary exposure to liability. Contractors and other parties must understand that the University cannot accept broad indemnification obligations and must structure their agreements accordingly.

8.2 LIMITATION OF LIABILITY CLAUSES

Contract provisions that attempt to limit the University's ability to recover damages for breach of contract or other causes of action are generally unacceptable as they could prevent the University from obtaining full compensation for losses caused by contractor failure or misconduct. These clauses may also conflict with the University's fiduciary responsibilities to protect public resources and may be inconsistent with state law requirements.

Limitation of liability clauses must be carefully analyzed to determine their scope and effect. Provisions that reasonably limit liability for consequential damages or that establish damage caps based on contract value may be acceptable in certain circumstances, but they must be mutual and reasonable in scope. Any limitation of liability provision must be reviewed by legal counsel to ensure that it does not unduly prejudice the University's interests.

The University's ability to accept limitation of liability provisions may also depend on the availability of insurance coverage or other risk mitigation measures that can provide alternative protection for the University's interests.

8.3 GOVERNING LAW AND JURISDICTION

University contracts should specify that Mississippi law governs the interpretation and enforcement of the agreement and that Mississippi courts have jurisdiction over any disputes arising from the contract. This ensures that contract disputes will be resolved under familiar law and in convenient forums for the University.

Provisions requiring the University to submit to the jurisdiction of courts in other states or countries are generally unacceptable as they would create inconvenience and additional expense for the University and may conflict with sovereign immunity protections. Similarly, provisions requiring arbitration or other alternative dispute resolution procedures may be problematic for public institutions and require careful legal review.

International contracts may require special consideration of governing law and jurisdiction issues, particularly where foreign law may be more appropriate or where international arbitration may be necessary or desirable. These situations require expert legal advice to ensure that the University's interests are properly protected.

8.4 AUTOMATIC RENEWAL AND EVERGREEN CLAUSES

Contract provisions that provide for automatic renewal without specific University approval are problematic because they can create long-term commitments without proper oversight and may interfere with the University's budgeting and planning processes. While automatic renewal clauses may be acceptable in certain circumstances, they require special approval procedures and enhanced monitoring to ensure that the University retains control over its contractual commitments.

When automatic renewal provisions are included in contracts, they should include reasonable notice periods that allow the University to evaluate the contract's performance and determine whether renewal is in its best interests. The provisions should also include clear termination rights that allow the University to exit the contract if circumstances change or if the contractor's performance is unsatisfactory.

Evergreen clauses that continue contracts indefinitely until terminated by one party are generally problematic for public institutions because they can create budget uncertainties and may interfere with competitive procurement requirements. These provisions require careful legal and administrative review before acceptance.

8.5 PERSONAL GUARANTEES AND INDIVIDUAL LIABILITY

University employees cannot provide personal guarantees for University contractual obligations, as this would create inappropriate personal liability for public employees and could create conflicts of interest. Any contract provision that would hold individual University employees personally liable for institutional obligations is unacceptable and must be removed before contract execution.

Similarly, contracts should not include provisions that would make individual employees personally responsible for performance of University obligations or that would expose employees to personal liability for institutional decisions or actions. The University must accept responsibility for its institutional obligations and cannot shift that responsibility to individual employees.

These restrictions are important to protect University employees from inappropriate personal liability and to ensure that institutional obligations remain with the institution rather than with individual employees who may leave University employment or change positions.

9. CONTRACT ADMINISTRATION AND MANAGEMENT

9.1 CONTRACT MANAGER DESIGNATION AND RESPONSIBILITIES

Every University contract must have a designated Contract Manager who serves as the primary point of contact between the University and the contracting party throughout the life of the agreement. The Contract Manager must be a University employee with sufficient knowledge, authority, and availability to effectively oversee contract performance and ensure compliance with all contractual terms and conditions.

The Contract Manager's responsibilities begin before contract performance commences and continue through contract completion and closeout. During the pre-performance phase, the Contract Manager must verify that all contract conditions precedent have been satisfied, coordinate with contractors for project initiation, establish performance monitoring procedures, and create comprehensive contract administration files that will support effective contract management throughout the performance period.

During contract performance, the Contract Manager must actively monitor compliance with contract terms, approve invoices and payments in accordance with University financial procedures, document any performance issues or requested changes, and maintain regular communication with contractors to address questions or concerns before they become significant problems. The Contract Manager serves as the University's primary representative for routine contract matters and is responsible for ensuring that the University receives the full benefit of its contractual agreements.

9.2 PERFORMANCE MONITORING AND QUALITY ASSURANCE

Effective contract performance monitoring is essential to ensure that the University receives the goods and services specified in its contracts and that contractors comply with all contractual requirements. The monitoring system must include key performance indicators that provide objective measures of contractor performance including deliverable completion rates, quality standards compliance, adherence to project timelines, and budget variance reporting.

The Contract Manager must maintain detailed records of all performance monitoring activities including correspondence with contractors, performance evaluations, corrective actions, and any modifications to contract requirements. These records serve as important documentation for contract administration and may be necessary for dispute resolution or legal proceedings.

9.3 CONTRACT MODIFICATIONS AND CHANGE MANAGEMENT

Contract modifications including change orders, amendments, and scope adjustments must be processed through the DocuSign system using the same approval procedures required for original contracts. No contract modification is effective until it has been properly approved and executed by authorized University representatives. Informal agreements or understandings regarding contract changes are not binding on the University and may create legal complications.

The Contract Manager must ensure that all proposed modifications receive proper approvals based on their scope, cost impact, and nature of the changes. Modifications that significantly change the contract scope or increase costs may require the same level of review and approval as original contracts. The Contract Manager must also ensure that modified contracts are properly documented and that all affected parties are notified of the changes.

Budget implications of contract modifications must be carefully evaluated to ensure that adequate funding is available and that changes comply with University budgetary procedures. Modifications that extend contract terms or create additional obligations must be reviewed to ensure that they comply with University policies and legal requirements.

10. COMPLIANCE AND MONITORING

10.1 INSTITUTIONAL COMPLIANCE FRAMEWORK

Alcorn State University maintains a comprehensive compliance framework that ensures all contractual activities meet applicable legal, regulatory, and institutional requirements. This framework includes regular internal audits of contract processes and procedures, systematic review of contract compliance, and ongoing monitoring of contractor performance and University contract administration practices.

The compliance framework operates through multiple layers of oversight including department-level monitoring by Contract Managers, institutional oversight by the Office of University Compliance, and periodic internal and external audits by state agencies, federal regulators, and independent auditors. This multi-layered approach ensures that compliance issues are identified and addressed promptly and that the University maintains the highest standards of contract administration.

Internal audits are conducted annually and include comprehensive review of contract files, evaluation of compliance procedures, assessment of risk management practices, and identification of opportunities for process improvement. These audits also include random sampling of contracts across all University departments to ensure consistent application of policies and procedures.

APPENDIX

INITIATING SERVICE CONTRACTS IN DOCUSIGN

Designated User

1. Collect needed information from the Contract Originator
 - a. Name of the Contract (unit abbreviation, name of contract, expiration date)
 - b. Type of contract
 - c. Value of contract
 - d. Names/email addresses of signers for routing form
 - e. Contractor information (point of contact's name, address, & email address)
2. Login to DocuSign and select a template from the Shared Folder for your unit
3. Enter the name and email address for each signature on the routing form
4. Rename the email subject (i.e. unit abbreviation, name of contract, expiration date). If this step is omitted, all contracts created by your unit will default to the name of the type of contract. This will make it impossible to search for specific contracts by the contract name.
5. Select "finish" to send the envelope.
6. Once all signatures are complete, you will receive an email with the executed contract. Download and save for your records.

Contract Originator

1. Provide the Designated User the needed information to initiate the contract
 - a. Name of the Contract (unit abbreviation, name of contract, expiration date)
 - b. Type of contract
 - c. Value of contract
 - d. Names/email addresses for signatures on the routing form
 - e. Contractor information (point of contact's name, address, & email address)
2. Accurately complete the portions of the contract assigned to the Contract Originator
3. Ensure all documents are collected and attached prior to submitting the contract
 - a. Exhibit A (required): includes the Statement of Work AND Payment for Services
 - b. Attach quotes and certificates of liability if needed
4. Select "finish" to send the envelope
5. Once all signatures are complete, you will receive an email with the executed contract. Download and save for your records.

INITIATING VENDOR CONTRACTS WITH THE STANDARD ADDENDUM

Follow the below steps if the vendor prefers the use of their contract.

Designated User

1. Collect needed information from the Contract Originator:
 - a. Name of the Contract (unit abbreviation, name of contract, expiration date)
 - b. Type of contract
 - c. Value of contract
 - d. Names/email addresses of signers for routing form
 - e. Contractor information (point of contact's name, address, & email address)
2. Login to DocuSign and select the Standard Addendum from the Shared Folder for your unit.
3. Select "advance edit" at the bottom right corner of the page.
4. Scroll to the top of the page and upload the vendor's contract in the space provided next to the addendum.
5. Enter the name and email address for each signature on the routing form.
6. Select "add recipient" at the bottom of the page. Add the name and email address for the vendor.
7. Change the numerical order for the recipients and double check to ensure the correct sequence without missing a number. The vendor should sign after the Area VP (or President) but before the Purchasing Agent. Select "next".
8. Scroll to the page of the vendor's contract. On the left menu, locate the list of signature names. Select the vendor's name from the drop-down menu. Add signature fields (select and drag) to the vendor's contract for the contractor.
9. Repeat the steps to locate the name for the signee of ASU (i.e. Area VP or President) and add the signature field (select and drag) to the vendor's contract. Be certain to select the correct person's name to sign on the vendor's contract.
10. Rename the email subject (i.e. unit abbreviation, name of contract, expiration date). If this step is omitted, all contracts created by your unit will default to the name of the type of contact. This will make it impossible to search for specific contracts by the contract name.
11. Select "finish" to send the envelope.
12. Once all signatures are complete, you will receive an email with the executed contract. Download and save for your records.