

Medical Faculty Associates Contract Process Guide

I. Introduction

This Contract Process Guide (“Guide”) is intended as a reference to assist employees in better understanding the processes and procedures associated with contracts and business transactions at the Medical Faculty Associates, Inc. (“MFA”). MFA employees are encouraged to become familiar with the procedures in this Guide.

This Guide provides information to answer three key questions often related to contracts and business transactions:

- Which MFA offices need to review or approve a contract or a proposed transaction?
- Who is authorized to sign a contract?
 - Where can additional information related to contracts or transactions be found? For purposes of this Guide, the following terms are used throughout:
- The term “**contract**” means any agreement or other negotiable document covering a relationship and/or the mutual exchange of promises. A more detailed definition of the term is included under the FAQs (see Section VIII of this Guide).
- The term “**contractor**” or “**other party**” means the outside (non-MFA) party to a contract, including but not limited to suppliers, vendors, sellers, affiliates, collaborators, and similar parties.
- The term “**responsible MFA office**” means the department or office from which a desired transaction or contract originates. This office typically is responsible for the business terms of the contract, communicates with the contractor, and has the ongoing obligation to monitor the terms of the contract after it has been executed.
- “OGC” is an acronym for the Office of General Counsel at the MFA.

This Contract Process Guide is available on the MFA’s Procure-to-Pay website. This Guide is intended to be updated periodically. Please send questions, comments, and suggestions for improvements to p2pcontracts@mfa.gwu.edu and include in the header of the email “Contract Process Guide.”

This Guide is not intended to provide legal advice for any particular situation. Legal advice can be provided only in the course of communication with an attorney in the Office of General Counsel (“OGC”) with reference to the facts of a specific situation. Accordingly, this information should not be relied on as a substitute for obtaining legal advice from OGC.

II. MFA Contracts and Transactions – Where to Start

MFA contracts and transactions may be initiated in a variety of ways, but generally there are three (3) different contract initiation areas within the MFA. More detailed instructions on how to engage these offices are outlined in the following sections of this Guide.

Procure-to-Pay (P2P)

The purchase of most goods and services needed by the MFA community is managed by Procure-to-Pay

- Supplies (office, lab, scientific, computer, operations)
- Business cards and stationery
- Office furniture
- Coffee and water service for offices
- Amendments to existing contracts
- Research related goods and services
- Travel (including hotels and conference space)
- Mobile phones and service
- Shipping services
- Consultants
- Subscriptions and periodicals
- IT Products & Services (software/hardware, SaaS, cloud & hosted services)

See Section III of this Guide for further information.

Office of the General Counsel

If a desired transaction is not handled by either Procure-to-Pay or a specific MFA office, the matter should be brought to the attention of Office of General Counsel, such as:

- Affiliations and collaborations
- Professional services (e.g., auditors, search firms, or outside counsel)
- Purchase and sale of specialized goods, such as works of art or relics
- Nondisclosure and confidentiality
- Publication agreements
- Performance agreements

- Educational database access
- Liability waivers and releases
- Amendments to existing contracts handled by OGC
- Other unique or specialized transactions See Section V of this Guide for further information.

III. The Purchase of Goods and Services through the Procure-to-Pay Department

The Procure-to-Pay (P2P) Department is the responsible oversight area for the purchase of goods and services for MFA purposes. P2P secures goods and services in a manner that is cost effective and efficient, compliant with applicable law, and utilizes formal solicitations where required or appropriate. P2P assists the MFA community in obtaining goods and services that meet requested specifications. P2P will also:

- Negotiate contracts with preferred contractors for goods and services at cost-effective prices
- Manage the MFA’s systems and tools for purchasing goods and services, including iBuy+ Goods & Services, Purchase Orders, SAP Concur Expense and Invoice, and use of P-Cards
- Assist in a Competitive Solicitation Process when required for a purchase
- Review all necessary paperwork so that contractors are registered properly with the MFA to ensure timely payment of invoices
- Issue Purchase Orders
- Manage the Expense reimbursement process

P2P Options at the MFA

The table below presents the four (4) methods of Procurement available to the MFA community. Checking to see whether a good or a service can be obtained through a preferred supplier should always be considered first. If the good or service is not available through a contracted supplier, a P-Card may be used for standard purchases that are less than \$3,500, as well as for purchases in higher amounts with established/existing contracts. If the desired purchase is not available through an iBuy+ contracted supplier and is not possible to be procured with a P-Card, the competitive solicitation process must be used. These methods, as well as sole-source selection, are further discussed on the following pages.

Table 1: Procurement Options at the MFA	
iBuy+	Contracted Suppliers: Is the product or service available through iBuy+ Goods and Services or iBuy Travel? Is it on P2P’s group of enterprise-wide suppliers?
P-Card	The Procurement Card (P-Card) can be used for approved purchases of goods and services under \$3,500. Any written contract related to a P-Card purchase must be properly reviewed and signed by an authorized signatory

Get Competition!	Competitive Solicitation: Competitive solicitation is required before a contractor can be selected for most purchases over \$25,000 using MFA or non-federal research funds. Solicitations may be in the form of a quote (formal or informal), bid, or request for proposal. For Federal funds, the process is a bit more detailed, and it is suggested that you contact P2P for additional terms and requirements prior to engaging a supplier.
Appendix A: Competitive Exemption List	Sole Source Selection: If a good or service is on the Competitive Exemption List (and is not federally funded), a responsible MFA office may select a contractor with no competition, and the purchase may be paid by P-Card or via Payment Request form. Sole source selection is also used in rare situations when restriction of competition can be adequately justified.

Contacting P2P once a need is identified will help to ensure that a purchase is made in accordance with the MFA's policies and guidelines and will be defensible upon audit. P2P can be reached at (202) 994-2500 or by e-mail, p2p@mfa.gwu.edu

Check out the Glossary of Procurement Terms later in this section to learn more about P2P terminology.

Enterprise-wide Contracts

P2P manages the agreements for goods and services needed by many departments and monitors the utilization of those contracts. Many items needed by MFA offices can be acquired through these existing contracts. By using these contracted suppliers, better prices can be obtained, and less paperwork is required. The following is a list of systems and tools available to the MFA community for obtaining goods and services through P2P's enterprise-wide contracts.

iBuy+ for Goods and Services provides an online marketplace for the acquisition of goods and services. Inside the iBuy+ marketplace, shoppers will find punch-outs to contracted supplier websites where purchases can be made with a MFA p-card. iBuy+ facilitates the quick acquisition of the items the MFA needs in their day-to-day work. The following are some of the items available through iBuy+ Goods and Services:

- Office supplies, including stationery and business cards
- Computer hardware and supplies
- Lab and scientific supplies
- Medical/Surgical supplies
- Maintenance, repair, and operations supplies
- Office furniture and more

iBuy+ Travel

P2P also provides access to Travel and Expense systems through the iBuy+ Concur Portal. The Travel Services office as well as through the MFAs contract travel agency are available to help book travel and take advantage of our negotiated travel agreements. More information on booking travel at through iBuy+ Concur Portal can be found at the P2P Travel Services webpage at: <https://procurement.gwu.edu/travel-services>

Other Contracted Suppliers

If you have a need and it is not met through available suppliers in iBuy+, P2P has negotiated contracts and has established an easy ordering process with many other suppliers. (not every enterprise-wide contract fits into the iBuy+ format) Purchasing these products through these preferred suppliers minimizes paperwork, improves service, and maximizes the MFA's buying power. Please reach out to P2P to see if we have a standing agreement with a supplier that provides the good or service you are looking for.

Information and ordering instructions for the following products can be found with our "Best Value" suppliers on the P2P website located at: <https://procurement.gwu.edu/best-value>

- Bottled and Filtered Water Services
- Shipping services such as UPS and FedEx
- Temporary Staffing Firms
- Catering
- Document Shredding Services and more

Central Cell Phone Program

P2P also has agreements with multiple mobile phone providers to obtain cell phone devices and service at a reduced cost. More information on purchasing mobile phones can be found at the Central Cell Phone Program on the P2P website at: <https://procurement.gwu.edu/gw-cell-phone-program>. The MFA's discounts also extend to personal use of mobile phones and devices.

P-Card

The MFA's procurement credit card (P-Card) may be used for standard purchases that are under \$3,500. P-Cards are assigned by the MFA to specific individuals. They can be used for the payment of goods and services found in iBuy+ Goods and Services as well as anywhere credit cards are accepted. Please refer to the [Procurement Card \(P-Card\) policy](#) for basic guidance and information for the P-Card program. The policy identifies what can be purchased with a P-Card and who can use the P-Card.

More information on P-Card usage can be found at the Procure-to-Pay website at p2p.gwdocs.org.

Competitive Solicitation Process

If a desired purchase is not available through a contract within iBuy+, not possible by use of a P-Card, and/or not on the competitive exemption list, the competitive solicitation process must be utilized.

P2P can be utilized to help with this process.

The Competitive Exemption List is a list of goods or services that, due to their specialized nature, do not require following a competitive solicitation process. Examples of items on this list include: advertising, legal services, subscriptions, and memberships. A full list of exempted items is included in Appendix A of this Guide.

NOTE: FEDERALLY FUNDED PURCHASES VALUED AT \$10,000 OR MORE THAT APPEAR ON THIS LIST ARE NEVER EXEMPT FROM THE PURCHASE ORDER PROCESS.

The following questions should be asked to help to determine the necessary process to follow.

Question 1: *Is this purchase funded by federal contracts or grants?*

- Yes – For all purchases at or over \$10,000 on federal grants, cooperative agreements and contracts, three (3) written quotes are required by requestor or by a buyer in P2P. Formal solicitations are required at \$250,000 on federal contracts, federal grants and cooperative agreements. Because of the need for public advertisement of these opportunities, Procurement must handle the solicitation.
- No – Proceed to Question 2

Question 2: *Is this purchase exempt from competitive solicitation?*

- Yes – Goods and services on the [Competitive Exemptions List](#) (Appendix A) are exempt from the Competitive Solicitation Process for all purchases made with MFA and non-Federal sponsored funds. Proceed to Sole Source Selection section below.
- No – Proceed to Question 3.

Question 3: *What is the estimated dollar amount of the purchase?*

Based on the estimated dollar amount of the purchase, the procedures in Table 2 should be followed:

Table 2 - Purchases over \$25,000 with MFA Funds or Non-Federal Sponsored Projects

PROCUREMENT GUIDELINES MATRIX

<p><\$25,000</p>	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • Quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between the MFA and the company. If assistance is needed in drafting these documents, please contact Procurement for samples. • All documents received from the selected contractor (including any contract documents)
<p>\$25,000 - \$249,999</p>	<p>A minimum of three (3) written quotes is required and may be initiated by you or Procurement. Once quotes are received and once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • all quotes obtained • all documents received from the selected contractor (including any contract documents) • a Supplier Selection Memo for selection decision justification, if selected contractor is not the lowest bidder
<p>\$250,000 and above</p>	<p>A formal solicitation process is required, in the form of an invitation to bid or a request for proposal. Procurement must either assist with or administer the process. Once all bids/proposals are received and the contractor selected, send the following to Procurement via Requisition:</p> <ul style="list-style-type: none"> • all bids/proposals obtained • all documents received from the selected contractor (including any contract documents) • a Supplier Selection Memo, if selected contractor is not the lowest bidder or if Procurement did not conduct the solicitation (not needed if Procurement has been involved in the solicitation).

Table 3 - Purchases over \$10,000 but less than \$250,000 on Federal Grants and Cooperative Agreements
[PROCUREMENT GUIDELINES MATRIX](#)

<p><\$10,000</p>	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • Quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between the MFA and the company. If assistance is needed in drafting these documents, please contact Procurement for samples. • All documents received from the selected supplier (including any contract documents)
<p>\$10,000 - \$249,999</p>	<p>A minimum of three (3) written quotes is required and may be initiated by you or Procurement. Once quotes are received and once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • all quotes obtained • all documents received from the selected contractor (including any contract documents) • Disadvantaged business should be included to participate whenever possible • A Justification & Approval Form if selected contractor is not the lowest bidder. <p>If Procurement is handling the solicitation, the requisition must give clear, precise direction and specifications to the Buyer – through a completed Requirements Document Form Procurement is happy to facilitate the solicitation process on behalf of the requesting school/department. If you have suppliers that you would like for us to contact, please include this list as part of the requisition attachments.</p> <p>Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source. If an award is to be made from a single quote or proposal at this dollar level, A Justification and Approval Form must be completed along with a requirements document and/or Scope of Work.</p> <p>Under Uniform Guidance, non-competitive awards may be used when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. The item is available only from a single source (this must be verifiable); 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

	<p>4. After solicitation of a number of sources, competition is determined inadequate after solicitation of a number of sources, competition is determined inadequate</p>
\$250,000 and above	<p>A publicly advertised formal solicitation process is required, in the form of an invitation to bid or a request for proposal. Procurement administers the process. For further details on the formal solicitation process, please consult the MFA's Procurement Manual</p> <p>Under Uniform Guidance, non-competitive awards may be used when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. The item is available only from a single source (this must be verifiable); 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or 4. After solicitation of a number of sources, competition is determined inadequate <p>Requests for sole source approval must be made to the Sponsor's Grants Officer and not to the Program Officer:</p> <ul style="list-style-type: none"> • Independent Cost estimates as well as Cost and Price analysis is required for all awards over \$700,000 (base year and option years to a contract) • Inclusion of disadvantaged suppliers whenever possible <p>Contact Procurement for specific requirements tied to your purchase to make sure that the contract is in compliance with the Sponsor's funding requirements.</p>

Table 4 - Purchases over \$10,000 on Federal Contracts

[PROCUREMENT GUIDELINES MATRIX](#)

<\$10,000	<p>An informal single-quote process, although competition is encouraged. You may initiate this process or contact Procurement to assist you. Once a contractor is selected, send the following to Procurement via a Requisition:</p> <ul style="list-style-type: none"> • Quote received or include a Scope of work (SOW) or Specifications in the absence of a quotation that will be incorporated as part of the PO to create a contract between the MFA and the company. If assistance is needed in drafting these documents, please contact P2P for samples. • All documents received from the selected contractor (including any contract documents)
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**\$10,000 -
\$249,999**

Purchases for services, supplies, and equipment for any item or group of similar items between \$10,000 and \$249,999 from federal contracts follow the procedure below. *Purchases must not be split to avoid this threshold.*

Three quotes are required to demonstrate competition. If the procurement process is handled by the requesting department, a [Justification and Approval Form](#) must be attached to the requisition documenting the process followed leading to the award.

If Procurement is handling the solicitation, a requisition in the budgeted amount of the contract, along with a completed [Requirements Document](#) and a list of suggested sources (if known) should be sent to Procurement via EAS.

Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source.

In accordance with the FAR, Section 6.1, Contracts may be awarded under Other than Full and Open Competition when one or more of the following circumstances apply:

1. When the supplies or services required are available from only one responsible source, (6.302-1)
2. Unusual and Compelling Urgency (6.302-2)
3. Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services (6.302-3)
4. International Agreement (6.302-4)
5. Authorized or Required by Statute (6.302-5)
6. National Security (6.302-6)
7. Public Interest (6.302-7)

If an award is to be made from a single quote or proposal at this dollar level, A [Justification and Approval Form](#) must be completed along with a [Requirements Document](#) and/or Scope of Work.

Once quotes are received and a contractor is selected, send the following to Procurement via a Requisition:

- must be an open solicitation- not restricted to a limited list of invitees
- forward all quotes obtained
- all documents received from the selected contractor (including any contract documents)
- Disadvantaged business should be included to participate as prime or sub- contractor to prime whenever possible
- a Justification & Approval form, if selected contractor is not the lowest bidder

Irrespective of the process followed, the above required information should be attached to a requisition within EAS (Oracle R12) and be forwarded it to P2P for further action. Once received, a Buyer will contact you with a timeline for the procurement to occur.

\$250,000 and above	<p>A purchase for services, supplies, and equipment for any item or group of similar items over \$250,000 should be processed as a formal solicitation in the form of an Invitation to Bid (Bid) or Request for Proposals (RFP). Public advertisement is required by the Federal /Acquisition Regulations (FAR), as such P2P handle the solicitation. In order to begin this process, a requisition in the budgeted amount of the contract, along with a completed Requirements Document and a list of suggested sources (if known) should be sent to P2P.</p> <p>FAR requires detailed specifications and evaluation criteria as part of the solicitation document.</p> <ul style="list-style-type: none"> • Independent Cost estimates as well as Cost and Price analysis is required for all awards over \$700,000 (base year and option years to a contract) • Inclusion of disadvantaged suppliers whenever possible • Contact P2P for specific requirements tied to your purchase to make sure that the contract is in compliance with the Sponsor’s funding requirements. <p>Sole-Source or non-competitive awards are procurements through the solicitation of a proposal from only one source.</p> <p>In accordance with the FAR, Section 6.1, Contracts may be awarded under Other than Full and Open Competition when one or more of the following circumstances apply:</p> <ol style="list-style-type: none"> 1. When the supplies or services required are available from only one responsible source, (6.302-1) 2. Unusual and Compelling Urgency (6.302-2) 3. Industrial Mobilization; Engineering, Developmental, or Research Capability; or Expert Services (6.302-3) 4. International Agreement (6.302-4) 5. Authorized or Required by Statute (6.302-5) 6. National Security (6.302-6) 7. Public Interest (6.302-7) <p>If an award is to be made from a single quote or proposal at this dollar level, A Justification and Approval Form must be completed along with a requirements document and/or Scope of Work.</p>
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Review of Contract Documents by the P2P Contract Management team: All third-party contracts handled by the MFA must be reviewed by OGC, Office of Risk Management, and GW IT as appropriate.

If the responsible MFA office has initiated these reviews prior to submitting the online requisition to P2P, include evidence of review and approval from the respective offices. If the contract documents have not yet been reviewed, be sure to indicate that and P2P will ensure the contract is appropriately reviewed and executed.

Sole Source Selection

For certain purchases over \$10,000 (federally funded) and \$25,000 non-federal and MFA funds), a contractor can be selected without utilizing competition.

Goods and services on the [Competitive Exemption List](#) that are funded by the MFA and/or non-federal sponsors (see Appendix A) are exempt from the Competitive Solicitation Process. This means a responsible MFA office may choose a contractor and the purchase may be paid by P-Card, Purchase Order or via [Payment Request Form](#) through MFA Payables. Sponsored projects must always be placed on a Purchase Order per the Office of the Vice President of Research. Furthermore, unless requested by the responsible MFA office, P2P needs not be involved in these acquisitions (except to register contractors, via the [new supplier registration](#) or for contract review and execution as needed). If the purchase involves a written contract, MFA should submit a Purchase Requisition to the P2P department to request a review of the terms and conditions of the contract.

In other rare situations when a contractor is identified *without* use of the competitive solicitation process, the responsible MFA office must complete a [Supplier Selection Memo](#) for MFA and non-federal funds, and a [Justification and Approval \(J&A\) form](#), for federal contract funded purchases. These documents should be sent via a requisition within EAS (Oracle R12) for approval by P2P prior to engaging the contractor to perform the work.

Supplier Registration

Once a contractor is identified – through competitive solicitation or sole source selection, the contractor must register with the MFA in order to receive payment for goods or services.

Instructions related to registering a contractor can be found at the [iSupply](#) site on the P2P website.

Glossary of Procurement Terms

For additional information on the procurement process please refer to the P2P Department's [website](#).

- **Competitive Solicitation Process**: A formal process providing an equal and open opportunity to qualified parties and culminating in a selection based on submitted documentation and established criteria. At the MFA, the Competitive Solicitation Process may be achieved through the issuance of an invitation to bid or a request for proposals.
- **Formal Solicitation**: A formal invitation (publicly advertised if federally funded) to receive pricing or proposals, in the form of a request for proposal or an invitation to bid.
- **Invitation to Bid**: A formal bid solicitation document that is used when (1) the estimated value of the requirement exceeds the threshold for formal bidding (See Table 2 & 3 above depending

on funding source); (2) two or more sources are considered able of supplying the requirement; (3) the requirement is adequately defined in all respects to permit the evaluation of bid against clearly stated criteria; and (4) bids can be submitted on a common pricing basis. An Invitation to Bid is intended to accept the lowest-priced responsive bid without negotiations.

- Justification and Approval (J&A): A federal form required to justify the selection of a contractor when using federal funds in an amount greater than \$10,000 from a federal contract.
- Purchase Order (PO): A document issued by the MFA (the buyer) to a contractor, authorizing a purchase. It includes the terms and conditions that will govern the purchase and describes the purchase quantity and price. After a Requisition is approved within EAS, Procurement issues a PO to the contractor.
- Quote: An offer by a contractor for the sale of a good or service. An informal quote can be verbal (received by phone and documented in the requisition) or written. A formal quote must be received in writing from the contractor. Quotes are requested so that the MFA can get the best price and quality.
- Request for Proposal: A Request for Proposal (sometimes known as a “RFP”) is used to solicit proposals from potential contractors for goods and services. Unlike the invitation to bid, price is usually not a primary evaluation factor when a RFP is used. A RFP provides for the negotiation of all terms, including price, prior to contract award. It may include a provision for the negotiation of best and final offers. Use of RFPs can be a single-step or multi-step process.
- Requisition: A written request for an authorized purchase. The MFA requires submission of a Requisition for the purchase of most goods and services. Requisitions are created within Oracle, also known as Enterprise Accounting Services (EAS). P2P reviews the choice of contractor submitted on the requisition to ensure it is not in conflict with an existing contract with a preferred supplier. Instructions on how to create a Requisition using EAS can be found on the UPDATE LOCATION site.
- Requirements Document: Documentation relating to a needed procurement – such as a specification or scope of work – that describes the good or service to be procured. The requirements document is used to solicit responses (bids or proposals) from contractors.
- Scope of Work (SOW): This is a written description of the contractual requirements for the materials and services contained within a Request for Proposal. The SOW can be compared to the specifications required for an invitation to bid. A scope of work should not be confused with a “statement of work” (defined in this Guide under Section IX “Common Types of Contract Documents”), which is a formal document that details the work, deliverables, locations, timelines, pricing, and other requirements of a contractor in performing specific work.

- Specifications: A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to be considered for an award of a contract.
- Supplier Selection Memo (SSM): A form required to justify the selection of a contractor when spending MFA or non-federal sponsored funds when the expenditure is \$25,000 or more, where the responsible MFA office does not utilize an informal or formal solicitation process (i.e., obtaining quotes or sending out an invitation for bid or request for proposals) or when the selected contractor is not the lowest bidder. The SSM is also to justify the selection of a contractor in excess of \$10,000 if funded by federal grants and cooperative agreements, where the responsible MFA office does not utilize an informal or formal solicitation process (i.e., obtaining quotes or sending out an invitation for bid or request for proposals), when the selected contractor is not the lowest bidder or when contractor/award was explicitly approved by the sponsoring agency. The form requires a rationale for omitting the solicitation process. It is submitted to the P2P Department through an online requisition in EAS.
- Task Order: An order for services (also called a “statement of work” as defined in this Guide under Section IX “Common Types of Contract Documents”) placed against an established contract (sometimes known as a Master Services Agreement). An example of a task order is the hiring of temporary staff against a contract that is already in place at the MFA. The task order would be for a set number of hours at the contracted rate for a specified type of position.

IV. Contracts Originating through Other Offices (Where Procure-to-Pay is Not Initially Involved)

There are several types of transactions that are handled by particular offices at the MFA. The following is a list, by subject matter, of those transactions and the responsible office. If you are dealing with one of the transaction types noted below you should reach out to the specific office to ensure the transaction will be handled appropriately. These offices should be contacted early in the contract process because they have expertise and existing processes in place. In many cases, after working with one of these offices, your contract should be reviewed by the Office of General Counsel in accordance with Section VI, the Contract Review and Approval Process.

Contracts Handled by Specific MFA Offices

<p>IT Products and Services</p>	<p>Information Systems & Technology (IS&T) must be contacted to review all proposed transactions that have IT implications, including security, and compatibility issues or concerns. IS&T must review all such contracts before they can be executed.</p> <p>The P2P Contract Management team manages the contract review process for IT acquisitions. Contracts submitted for review and general questions can be submitted to p2pcontracts@mfa.gwu.edu. P2P may alert other offices in specific reviews, as needed.</p>
<p>Audio and Video Production Services</p>	<p>For production company services, the Office of Risk Management and Insurance has provided a list of approved production company contractors, based on completion of a risk assessment. Procurement requirements still apply to these contractors, depending on the funding source and amount of the contract.</p>
<p>Audio and Video Recording Permission</p>	<p>Recording on campus, including photography and filming, for external news, film and/or documentary purposes (not for internal videos/audios that a MFA department is developing for their own marketing and outreach) must be approved by Marketing department - mfacopyright@mfa.gwu.edu and Marketing@mfa.gwu.edu.</p>
<p>Construction and Renovation Services</p>	<p>Facilities Planning, Construction and Management coordinates and manages all construction and renovation projects to MFA buildings and maintains a process for administering construction-related contracts.</p> <p>Please contact (202) 994-6700 for additional information. For repair services, see below ('Repair Services').</p>

<p>Gifts and Bequests</p>	<p>The Division of Development and Alumni Relations will work with the MFA in the processing of donation receipts, initiating gifts and bequest transactions. Each of GW’s schools and colleges, along with Departments such as Athletics and Libraries, has their own development office. Contact information is included in the following web link: How to Give to GW. https://www.gwdocs.com/patients-visitors/online-giving/</p>
<p>International Affiliations</p>	<p>The Office of International Programs must be consulted on all contracts with foreign entities and/or relating to academic activity overseas. They also must review all contracts with international academic affiliations prior to execution at GW. The Office of International Programs can be reached at oiip@gwu.edu or (202) 994-0470.</p>
<p>Personnel Matters</p>	<p>MFA Human Resources (HR) is available to provide expertise on employee personnel matters at the MFA, including employee/executive searches, employee performance, and employment contracts. With regard to contracts with search firms, to ensure the ability of the MFA to appropriately document the recruitment and selection process, to comply with reporting requirements under federal law, and to adhere to MFA policies and standards, the responsible MFA office must contact designated HR staff to coordinate search protocol with the search firm prior to the start of the search process.</p>
<p>Repair Services</p>	<p>Facilities Planning, Construction and Management manages all on-campus repair and maintenance services, including housekeeping, moving services, pest control, life safety upkeep, grounds, and recycling/waste management. Requests for maintenance are submitted using the Fix-It System (link below). Please contact (202) 994-6706 for additional information. GW Fix-It System (to create a service ticket)</p>

Sponsored Research	The Office of the Vice President for Research works collaboratively with principal investigators and their department staff to properly submit research proposals and oversee the administration of grants and contracts throughout the life of a project. Each School and Gelman Library has a sponsored projects manager. Please consult the GW Research Directory to find your contact. If you are unsure of who to contact, please contact osr@gwu.edu or (202) 994-6255.
Surplus MFA Property Allocation and/or Disposal	For guidance on the proper allocation and/or disposition of surplus MFA property, please see the Surplus MFA Property Policy . Also, as applicable, see the Electronic Equipment Recycling Policy and/or Fixed Asset Management Policy .
Technology Commercialization	The Technology Commercialization Office oversees all aspects of technology commercialization at GW, including licensing technologies and commercializing innovations. They can be reached at (202) 994-5866 or tco@gwu.edu .
Transportation Services	For transportation services, the Office of Risk Management and Insurance has provided a list of approved transportation contractors, based on completion of a risk assessment. Procurement requirements still apply to these contractors, depending on the funding source and amount of the contract.
MFA's Name and Logo for Third Parties and Merchandise	Use of the MFA's name and logos are monitored by marketing@mfa.gwu.edu to obtain permission for use of the MFA's name or trademarks for third parties please submit the third-party logo request form. When purchasing merchandise for your department please make sure to follow the MFA's guidelines for merchandise and submit all artwork for approval.

V. Contract Review and Approval Process with the Office of General Counsel

If a transaction is not handled by the P2P Department or any of the specific MFA offices discussed in Section IV, the Office of General Counsel (“OGC”) should be contacted directly.

There are templates available for some purposes that, when used, may expedite the process. Please confirm with OGC regarding the use and execution of any template or form-based contracts. Contact your Practice Group Administrator to find out more.

Examples of Contractual Transactions Reviewed by the Office of General Counsel

- Agreements including affiliations and collaborations with other institutions in the U.S. or overseas
- Certain professional services, such as auditors, search firms, or outside counsel
- Publication agreements
- Performance agreements, including entertainment, speeches, and presentations
- Liability waivers and releases
- Nondisclosure and confidentiality agreements
- Amendments to existing contracts previously handled by OGC
- Other unique or specialized transactions

If you believe you need to develop an agreement of any kind that is not listed above and are uncertain how it should be handled, please contact the P2P Department at p2p@mfa.gwu.edu or OGC at contracts@mfa.gwu.edu for guidance.

VI. Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel

Overview of OGC Review Process

OGC drafts, reviews, and approves as to legal sufficiency, the terms and conditions of many of the contracts entered into by the MFA. As a part of its review, OGC focuses on the aspects of each contract that may be unfavorable for the MFA from a legal standpoint.

Detailed step-by-step instructions on the contract review process for contracts handled by OGC are provided in this Section. The process can be broken into the four main parts, as shown in the below Table 3: “Contracts Review Process Overview”.

Table 3. Contracts Review Process Overview

Review and Comment	<ul style="list-style-type: none"> • Department/Business Owner Review of the Contract • Collateral Review for specialized transactions • OGC Review
Negotiation	<ul style="list-style-type: none"> • Negotiation of Terms of the Contract with Outside Party
Final Approval and Signature	<ul style="list-style-type: none"> • Obtain the Outside Party's Signature on the Contract • Prepare the Contract and Routing/Tracking Sheet • Route the Contract for Signature
Contract Retention and Monitoring	<ul style="list-style-type: none"> • Responsible MFA Office Retains the MFA's Copy with a copy of the agreement uploaded to the P2P central contract registry. • Responsible MFA Office Monitors the Obligations Under the Contract

NOTE: ALL contracts must be submitted for review and comment BEFORE being routed for signature

Review and Comment

Before a contract is submitted to OGC for review, the responsible MFA office is required to review the contract carefully and make certain that it includes the terms the parties agreed upon.

Additionally, the **Practice Group Administrator (PGA)** should review the financial and business terms of the contract, before it is submitted to P2P or OGC for review. Finally, approval of the proposed relationship or activity that is the subject of the contract must be provided by the **head of the department**. (See Step 1 “Departmental Review of the Contract” below).

Some contracts will also require review by **other stakeholder departments** depending on the subject matter (see Step 2 “Collateral Review of the Contract”). If such collateral review is required, the responsible MFA office may obtain that review before or simultaneously with OGC review as further described below or forward the contract to P2P via a requisition in EAS.

Note: The contract, while under review, should not be shared with the other party until all of the reviews described in this section have been completed.

Also note that the “contract review process” is generally the same whether the contract comes from a party outside of the MFA or is created by the MFA.

1. Departmental Review of the Contract

Departmental review of the contract includes review of the contract by the member of the responsible MFA office involved in the proposed relationship or transaction, as well as by the PGA of the department.

Additionally, the head of the responsible office should be made aware of the proposed contract at this time and given the opportunity to review and approve the contract so that his or her support is secured.

It is important that the head of the responsible MFA office, who is managing the proposed relationship or transaction, read the contract in its entirety and determine that the contract language accurately reflects the expectations of that office and the MFA.

This department review must take place before the contract is forwarded to P2P or to any other MFA party for review

Things a Responsible MFA Office should Consider when Reviewing a Contract:

- Is it in the best interest of the MFA to enter into the contract?
- Does the contract meet the MFA’s mission and programmatic goals?
- Does the contract make business sense?
- Has the department head reviewed the contract and/or its purpose and approved the commitment?
- Has the PGA reviewed the contract and approved the financial and/or business commitment?
- Are the business and monetary terms correct?
- Is the description of services (if any) correct?
- Are the obligations of the MFA under the terms of the contract understood, and are they correct?
- Are the obligations of the other party as set forth correct?
- Does the contract raise any IT implications (integrations, data security, network or system compatibility)?

- Does the contract involve a product or digital service with a user interface that must be accessible?
- Does the contract involve the sharing of regulated and/or restricted data?
- Is the term (start and end date; duration) correct?

2. Collateral Review of the Contract

Some contracts require supplemental review by additional, specific MFA offices. Reviewing departments will provide you with important subject matter expertise, feedback, perspective and guidance. Involve them early – to leverage their input in a timely manner. The following is a list of types of contracts and the offices responsible for the collateral review. Please read in order to determine if your agreement needs to have any of these reviews and approvals. P2P and OGC can help coordinate collateral review by these departments.

International Contracts	<p>Contracts that are with another party that is located outside of the United States must be reviewed by the Tax Department for tax implications.</p> <p>tax@mfa.gwu.edu</p> <p>202-994-0470</p> <p><i>For information about translation of contracts, see Section VIII. Contract Basics: FAQs</i></p>
Insurance, Indemnifications, Limitation of Liability Clauses and/ or Waivers of Risk	<p>Risk Management.</p> <p><i>To set the context for these requirements, we provide a few notes on indemnification and insurance. Indemnification and insurance obligations are generally required of vendors and service providers who contract with the MFA because their good or services could result in bodily injury, or property damage and thus expose the MFA to loss.</i></p> <p>The MFA has drafted and produced standard templates for the engagement and employment of vendors for products and services. In entering into any arrangement, the MFA standard template <i>MUST</i> first be introduced to the vendor or party that the MFA is contracting with. Our standard indemnification language attempts to make vendors and service providers contractually responsible for loss which results from their activities. The types of</p>

	<p>insurance and limits required are tailored to the activity and the loss severity potential, not the value of the contract.</p> <p>Under the following circumstances, a Risk Management review is <i>not needed</i>:</p> <ul style="list-style-type: none"> • Where a vendor has accepted our standard MFA template contract which includes our indemnification, limitation of liability and insurance language. • Invoices or bills that do not contain reviewable terms and conditions. <p>Sometimes a vendor may attempt to edit the terms of the standard MFA template that has been presented or introduce their own standard template. Visit http://risk.gwu.edu for more information.</p> <p>Under the following circumstances agreements must be reviewed by the Risk Management department:</p> <ul style="list-style-type: none"> • Where there is any deviation from our standard MFA template contract involving indemnity, insurance, and/or limitation of liability, or the introduction of alternative language or a contract containing indemnity, insurance, and/or limitation of liability. <p>If a contract has insurance requirements, it should be forwarded to Risk Management for review. Other risk management issues will be reviewed in coordination with P2P and OGC.</p> <p>risk@gwu.edu 202-994-3265</p>
Third Party Name and Logo Use	<p>External Relations: Office of Marketing and Creative Services.</p> <p>The MFA requires external entities to obtain prior written permission from mfacopyright@mfa.gwu.edu to use the MFA's trademarks and service marks. Please email mfacopyright@mfa.gwu.edu and marketing@mfa.gwu.edu for approval.</p>

<p>Purchase of IT Products and Services</p>	<p>Information Systems & Technology (IS&T). If your office is seeking to purchase IT products or services, please consult IS&T to confirm that products or services will be compatible to the MFA’s computer systems (such as single sign on) and meet appropriate IT related policies.</p> <p>Under the following circumstances, agreements/contracts must be reviewed by MFA IT at securityassistance@mfa.gwu.edu:</p> <ul style="list-style-type: none"> • Software/hardware License or Use Agreements that are enterprise-wide, that process or store restricted and/or regulated data or that will be connected to or integrated with other MFA systems or those that seek to extend, cancel, or modify existing enterprise-wide agreements. • Contracts and agreements that have SaaS/Web components or feature services that will provide, collect, store, or manage MFA data, particularly restricted or regulated data (e.g., credit card processing, personally identifiable information, or patient information). • Contracts and agreements for services or applications used to create, develop, display, or deliver digital content are required to conform with applicable accessibility and other MFA related policies.
<p>Contracts with Data Processing</p>	<p>Office of Ethics, Compliance and Privacy (OECP). If the contract involves personal information (regulated and/or restricted data) processing (collection, storage, use and transmission), OECP must review the contract.</p>
<p>Contracts with Digital or Web Content</p>	<p>If your contract is related to purchase of digital content, covers a service or capability to develop digital content or is an application or capability to display or deliver digital content to users through installed computer application, through mobile devices and mobile apps or through web based applications and services, the content owner is responsible for assuring content is equally accessible to individuals with disabilities. The MFA has committed to making all digital and web-based content accessible to all by employing principals of universal design and striving to adhere to the</p>

	Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA. The contract owner should include an accessibility addendum with the contract and the vendor should be asked to provide a Voluntary Product Accessibility Template (VPAT) or other commensurate proof of meeting the WCAG standards. A non-compliant vendor may be required to remediate any nonconforming products or deliverables or replaced with a compliant vendor. Questions concerning digital accessibility can be directed to GW IT at securityassistance@mfa.gwu.edu the Office of the General Counsel (OGC).
Relationships and Transactions where the MFA will be paid	If the terms of a contract require your department to conduct any activity unrelated to the MFA central purpose of healthcare and research, please consult the Tax Department. More information about Unrelated Business Income Tax can be found on the tax department website at https://taxdepartment.gwu.edu/unrelated-business-income-tax .

3. OGC Review of the Contract

The Office of General Counsel reviews a contract to:

- Confirm that the contract is consistent with the law;
- Ensure that important legal terms that protect the MFA are included;
- Identify any unusual, burdensome or unanticipated risks;
- Make certain that obligations are clearly stated; and
- Assist the responsible MFA office in making certain that the contract has been reviewed by all necessary MFA reviewing parties.

How to send a non-commercial contract to OGC for review:

MFA can send all non-commercial contracts (e.g. Physician Agreements, Real Estate Agreements) directly to OGC for review at contracts@mfa.gwu.edu.

An electronic version of the contract (preferably a word document, but otherwise a PDF) should be sent to contracts@mfa.gwu.edu. This email account is monitored by attorneys in OGC.

The e-mail should include information such as:

- A description of the subject/purpose of the contract.
- Name and any relevant information about the other party.
- The term of the contract.
- Financial terms (if any).
- Names of other offices or persons that have already reviewed the contract, if any. (For example, Risk Management or P2P).
- Any other information that may be useful for OGC to know.

If there is a preference for a specific attorney to review a contract, please identify that attorney in the e-mail and OGC will do their best to assign the contract to that attorney. The assignment, however, will be subject to the attorney's availability and current workload.

OGC Review Turn-Around Time.

OGC strives to conduct reviews on a timely basis. However, when initiating a contract for review, whenever possible, please provide a reasonable period of time for such review. Generally, this period of time could be up to one week. Depending on the complexity of the contract and other factors, however, the review process may be more than a week.

Rush Review

Please provide sufficient time for contract review. It is understood that from time-to-time, circumstances may result in needing a quicker than usual turn-around. If the contract is a rush (needs to be turned around in 24-48 hours or less), please put that information clearly at the top or in the subject line of the e-mail and provide the justification/reason why.

After all the comments, questions, and requested changes of the MFA have been compiled and addressed, as appropriate, the contract is ready to be returned to the other party to begin negotiations.

4. Procure-to-Pay Review of Commercial Contracts for Goods and/or Services

MFA may send all commercial contracts for goods and/or services to P2P at P2Pcontract@mfa.gwu.edu for review and processing.

P2P will follow-up with all relevant collateral reviewers (e.g. OGC, Office of Risk Management, Office of Ethics, Compliance and Privacy and Information Technology) for their review and approval, as needed.

P2P Review Turn-Around Time

Supplier Terms and Conditions (“Master Contracts”): may take up to two months to complete all required reviews, the parties to negotiate edits, prepare drafts and the final version, and fully execute the contract.

If a Master Contract requires an **MFA IT Vendor Security Assessment**, please allow at least thirty (30) days to complete. Information about a Vendor Security Assessment can be found at: securityassistance@mfa.gwu.edu.

Negotiation

Negotiation is defined as a dialogue between two or more parties, intended to reach an understanding and to resolve points of difference. If the other party disagrees with the MFA's

requested changes or has requested changes of its own, the contract must be negotiated.

Negotiation most easily occurs when the contract is emailed between the two parties. In many cases, it is preferable to have the business people on both sides reach a mutually acceptable agreement without involvement of attorneys. Therefore, it is usually the responsibility of the responsible MFA office to negotiate the requested changes to the terms of the contract with the other party to reach agreement regarding the final terms of the contract. (See discussion below, however, if counsel for the other party is involved.) OGC (and other interested reviewers, as appropriate) should be consulted during the negotiation between the parties responsible, as needed. Step 4 below provides general guidelines for negotiation.

5. Negotiation of Terms of the Contract with Contractor

All changes and comments to a contract made by the MFA must be forwarded to the other party for its review and comment.

- The responsible MFA office forwards the contract to the other party for its review and informs OGC and other MFA reviewing offices, as applicable, of the outcome of that review.
 - If the other party provides changes and/or comments to the contract, the contract must be re-submitted for review to all MFA reviewing offices.
 - The responsible MFA office is responsible for sending the contract to the other party with the MFA's requested changes and then re-submitting it for additional reviews by GW reviewing offices, as necessary.
- If the other party involves an attorney in the negotiations, then OGC will negotiate directly with the other party's attorney. In those cases, OGC will settle legal terms to a contract in discussions with the other attorney.
- This review exchange between the MFA and the other party continues until all terms are acceptable to both the MFA and the other party.
- Once accepted by both the MFA and the other party, the contract is ready for final approval and signature by the authorized signatory.

Final Approval and Signature

Once there is a version of the contract that both the MFA and the other party have accepted as final, the contract may be routed for final approval and signature. By this point, the contract has already been sent for review and been approved by the appropriate MFA reviewing parties (Steps 1 through 3 under "Review and Comment"). Any recommended changes will have been made (and reviewed again as needed), so that when the contract is routed for final approval and signature, those providing their approval will only need to verify that the contract being routed is the one they have already reviewed and approved.

6. Obtain the Other Party's Signature on the Contract

- Have the other party sign the contract and return it to the responsible MFA office for routing within the MFA for signing.

- If the MFA signed the contract first (and the other party signs second), be sure to have the other party return one fully signed copy to the responsible MFA office.

7. Prepare the Contract for Approval Signature Process

Contact your Practice Group Administrator for assistance with this final approval process. To help you prepare to gain the assistance you need most efficiently, below find a table highlighting important information about approvals.

As further discussed under Section VII “Signature Authority”, a contract entered into on behalf of the MFA may only be signed by an individual who has been delegated signature authority. Please review Section VII, if you are uncertain of the proper signatory, contact your Practice Group Administrator and the Office of General Counsel.

The following outlines the information important to obtain final approvals.

Description

1. MFA Department information (initiator, owner/originator, dept. contact)
2. Other/Third party's name
3. Title/Name of the contract
4. Type of Agreement (new, renewal, amendment, other, etc.)
5. Term of contract (duration; start & end date)
6. Financial information (estimated cost & estimated revenue; funding source/type)
7. Purpose/Description of the contract (include important business terms_

Approvals

Names and titles of relevant reviewing parties:

PGA: Practice Group Administrators must review and sign-off on the contract.

Head of Department: This is most often the person holding the most senior position in your Department.

Collateral Review Participants: Include any collateral reviewers, as necessary. For a list of those involved in collateral reviews see Section VI of this Guide, “Review and Comment” and “Collateral Review of the Contract”.

Office of the General Counsel: This will be the attorney who reviewed the contract.

Appropriate Signatory: This will be the person who holds the appropriate signature authority to sign the contract.

Other Information

Any additional action required should be described (notary required, if more than one original signed copy is needed indicate how many, etc.).

Return instructions: Name and contact information of the person from the originating department to notify when originals are signed and ready for pickup.

Make sure the final approved version of the contract is sent for signature (and not an earlier draft version).

7. Route the Contract for Signature

Most contracts are routed for final review and signature in paper format. It is, however, acceptable to request final review and sign-off on a routing/tracking sheet by email. Additionally, this process has been automated; contact your PGA to clarify the appropriate process in your organization.

In general, the order a contract is routed for final review and sign-off should follow the list set forth on the routing/tracking sheet. Do not create your own signature routing sheet; use the template that Finance Directors have. It should start within the school or division, be sent to all other MFA reviewing offices, and end with the final signatory.

1. PGA and head of the department;
2. Collateral reviewers, if applicable;
3. The Office of General Counsel attorney;
4. The appropriate signatory.

Note: The appropriate signatory will not sign the contract if a routing/tracking sheet is not included with the contract or the Office of General Counsel or other relevant offices have not yet signed-off on the routing/tracking sheet.

Remember: Be sure to provide a fully signed copy to the other party after the appropriate signatory of the MFA has also signed (and vice versa).

Contract Retention and Monitoring

Responsibilities do not end after a contract is fully executed by the parties. The responsible MFA office has the obligation to upload a fully signed copy of the agreement into [Gatekeeper Contract Management](#) system and oversee the performance of the contract.

8. Responsible MFA Office Retains the MFA's Copy

The responsible MFA office is the official record keeper of the contract (not OGC). OGC makes an effort to keep draft copies of the contracts it reviews but is not responsible for keeping copies of executed contracts.

- **Contract Original.** The responsible MFA office is the official custodian of the original contract, which should be retained in accordance with the MFA's [Records Management Policy](#)
- **Copy of Contract.** The responsible MFA office must be able to provide a fully executed copy of a contract upon request by internal or external auditors, or by other MFA offices such as the Accounting and Financial Services, Procure-to-Pay and OGC.
- **Contract Log.** The responsible office or the PGA should work with P2P to ensure that the contract has been uploaded into the Gatekeeper contract management system.

In order to ensure proper monitoring of the MFA's obligations or expectations (see Step 9). Addendums and amendments should also be monitored with reference to their respective contract.

9. Responsible MFA Office Monitors the Obligations under the Contract

The responsible MFA office has the obligation to oversee the performance of the contract and monitor the MFA's compliance with the terms of the contract. If necessary, it may be helpful to set up a reminder system to effectively manage contract terms, including but not limited to the following:

- Service deadlines/delivery of goods
- Payment dates
- Termination date/option to renew
- Other obligations (reporting requirements, etc.)
-

VII. Signature Authority

A contract entered into on behalf of the MFA ***may only be signed by an individual who has been delegated signature authority***. A delegation of authority represents the legal power to act in the name of the MFA or to bind the MFA to an obligation or promise.

Note: The MFA retains the right to refuse to recognize as binding any promise or obligation made on behalf of the MFA by an unauthorized person. In such circumstances, those signing contracts or attempting to bind the MFA without authority may become personally responsible for the contract and may be subject to MFA disciplinary action.

Who Has the Authority to Sign?

The MFA Bylaws and the Signing of Contracts and Agreement Policy.

The authority to sign contracts is governed by the MFA's Bylaws and its [Signing of Contracts and Agreements Policy](#).

The Bylaws states that authority to sign contracts and other binding documents rests with only the Chief Executive Officer and the Treasurer, or those specifically authorized by the Board.

- The CEO and Treasurer may execute contracts and other instruments as required to conduct the MFA's business operations.
- While the CEO and Treasurer regularly sign contracts on behalf of the MFA, the signature of the CEO is generally reserved for only significant contracts where it is specifically required.

The signature authority of the CEO and Treasurer may be delegated to others.

- Signature delegations have been made by the CEO and Treasurer, as listed in the Signature Authority Table (further described below).
- Authority to sign includes both physical signatures in ink, secure electronic signatures and “click-through agreements” that acknowledge the acceptance of, or agreement to terms and conditions.

Signature Authority Table.

MFA employees MAY NOT sign contracts on behalf of the MFA, unless they have a written and signed delegation. At the MFA, certain individuals have been delegated the authority to sign particular contracts on behalf of the MFA. The MFA has created a table known as the *Signature Authority Table*, which includes a list of valid delegations of signature authority. The Table is appended to this Guide as *Appendix B*.

Unless the claimed authority is included in the Signature Authority Table or you have been advised by OGC of the existence of a delegation, you should ***assume that there is no delegation*** and thus, no signature authority. If you are not sure who should sign a contract, please contact your Practice Group Administrator or OGC.

Delegations of Signature Authority.

Delegations are made via written memoranda that are signed by the individual granting the authority. When any delegation of authority is sought, you should work with OGC. OGC will assist in the preparation of a delegation memorandum. A proper signature delegation memorandum will include the following:

1. Full name and title of individual who holds authority;
2. Full name and title of individual receiving authority;
3. Statement of source of authority held by individual granting authority;
4. Clear and specific limitations of the authority to be granted, which may include:

<ul style="list-style-type: none"> • time period • fiscal amount 	<ul style="list-style-type: none"> • type of document • other limitation;
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5. Review and approval by the office of general counsel;
6. Review and approval by the CEO and/or the Treasurer, as appropriate; and
7. Signature of individual who holds and is granting authority.

Sub delegations of Signature Authority.

Individuals who have been granted signature authority may have, in some cases, also received authorization to sub delegate their signature authority to someone else in their department or unit

within limited circumstances. Any such sub-delegation must also be in writing. If there is any question of whether a delegation of signature authority may be subdelegated, please contact OGC.

Final Notes on Approvals:

- A form routing/tracking sheet is included with this Guide as [Appendix C](#). Instructions on how to fill out the routing/tracking sheet can be found below.
- Include an original copy of the contract for each signing party (usually two copies) with the routing/tracking sheet when routing for signature, so that each signing party may receive a copy of the contract with original signatures.

VIII. If the agreement is an independent contractor agreement with an individual for services, [the worker classification form \(for U.S. based work\) or international engagement request form \(for foreign based work\)](#) approved by the Tax Department must be included.

IX. Contract Basics - FAQs

What is the purpose of this Guide?

This Guide is intended to inform MFA employees on the appropriate procedures for creating, reviewing, and executing MFA contracts. The failure to follow this guidance may result in a contract binding the MFA to unfavorable terms. Once a contract is signed, the MFA's options for addressing difficult or unfavorable terms in the contract are limited. In addition, if an employee signs a contract without authority, that person could be held personally responsible for the contractual obligations.

What is a contract?

A "contract" is any agreement (whether in writing or oral) between the MFA (on behalf of any of its offices, divisions, schools, departments, etc.) and one or more external parties (usually these are contractors of goods or services or entities with which the MFA seeks to affiliate) that is intended to create an obligation. There must be an exchange of something of value between the parties or an obligation to take some affirmative action, such as to pay money, perform services, or provide goods.

Occasionally, a contract obligates a party not to do something, such as not to disclose information. A contract may also bind a party even if the party is receiving something of value at no charge, such as a license, data use agreement or a release from liability.

A document need not be called a "contract" to be considered a legally binding instrument. A "contract" may be called an "agreement," "terms and conditions," "purchase order," "letter agreement," "subcontract," "sub-award," "sub-grant," "memorandum of understanding," "letter of intent," "letter of understanding," or "waiver." It is also possible that the document may not even have a specific title.

For a list of common types of contracts, go to Section IX "Common Types of Contract

Documents”, which is the next section of this Guide.

Where do contracts come from?

Many contract documents originate from an outside party seeking a business relationship or affiliation with the MFA. Sometimes the MFA seeks out a business relationship or an affiliation and has a template created by the MFA that is ready to be used. Occasionally, a completely new contract needs to be created to fit a particular purpose. OGC will assist with drafting new contracts.

Should a contract be in writing?

Yes, a contract should be in writing. A well-drafted contract will protect the MFA’s interest and reduce the possibility of misunderstandings between the MFA and the other party. It can also manage expected costs and allocate risks. At a minimum, a contract should always contain the fundamental information necessary to understand the intent of the parties. Such basic information includes the names of the parties, the responsibilities and obligations of each party, the duration of the contract, the terms of payment (if any), the procedures necessary to terminate, and signature lines for execution of the contract by authorized representatives of each of the parties.

Verbal Agreements: Can I just “shake on it”?

Verbal agreements (a statement of commitment by a MFA employee who has or appears to have authority to bind the institution) should be avoided. Although a verbal contract may in certain instances be valid and enforceable, a written contract will help define expectations and prevent misunderstandings.

What about an agreement by Email Exchange?

Along the same lines, when engaging in e-mail communications regarding a proposed arrangement, individuals should be careful to avoid language that could be read as an immediate commitment.

Whether communicating orally or via email, MFA employees should be clear with the other party that the communications are only negotiations and any resulting agreement between the parties is dependent on the execution of a written contract that satisfies the MFA’s contracting requirements.

Do I have authority to sign a contract and bind the MFA? Who can sign a contract (or an agreement, memorandum of understanding or other document that will bind the MFA to obligations or commitments)?

No employee of the MFA, including officers, and staff, is authorized to bind the MFA unless he or she has been delegated authority to do so. Such authorization must be evidenced in writing

Questions concerning the Policy and signature authority may be addressed to OGC.

Do “click-through” contracts need to be reviewed? How are they “clicked” by an authorized

signatory of the MFA?

Yes, online click-through (or “click-wrap”) contracts should be properly reviewed prior to acceptance. A click-through contract is a form of agreement mostly found on the internet, where the end-user manifests acceptance of the terms and conditions of the contract by clicking an “ok” or “agree” button. Often the terms and conditions of the contract are available through a web link. Prior to accepting the contract terms and conditions send the link or a scan of the complete terms and conditions of the click-through contract to OGC, via contracts@mfa.gwu.edu. OGC will review the contract and follow-up with the responsible MFA office regarding the proper procedure for approving (“signing”) the contract. If the contract is for an item that is related to information technology or software, then GW Information Technology must also be consulted. The responsible MFA office is required to keep copies of all click-through contracts on file.

What is an electronic signature? Is it OK to use one? What about a copy of a signature?

An *electronic signature* can be one of many things – an image of a handwritten signature, a symbol, a voice print – anything used to identify the author of an electronic message or signatory of an electronic document. Many forms of electronic signatures are vulnerable to copying, tampering, and forgery.

A *digital signature* is a secure form of an electronic signature that can be thought of as an equivalent of a handwritten notarized signature. A digital signature is created with software that uses technology that binds a signature to a document and provides proof of signatory and is designed to resist tampering or alteration.

Currently, the MFA uses certain forms of electronic signatures, including digital signatures, for internal forms between departments.

Except in specific circumstances related to contract documents in the Office of Research, the MFA does not endorse the use of electronic signatures with external parties because of vulnerabilities. This does not, however, include a prohibition of scanned copies of manually signed contracts. Although the use of an image of a signature is discouraged (i.e., copy and pasting an image or picture of a signature into a document), it is permissible to keep a signed scanned copy of a contract. In this situation, an entire document is printed out, signed by hand, and then scanned or copied for distribution purposes.

Who do I contact for help with contracts?

Finance Directors should be able to answer your questions or point you in the right direction. The Procurement Department is responsible for most purchases of goods and services and may also be helpful, and the Office of Sponsored Projects Administration in the Office of the Vice President of Research is responsible for research proposals and agreements. Additionally, there are a number of other departments that handle common MFA transactions, which may be able to provide assistance. A list of those common transactions and the responsible departments can be found in this Guide under Section IV “Contracts Originating Through Other Offices (Where Procurement is Not Initially Involved)”. You also may contact OGC for assistance by emailing the contracts email at contracts@mfa.gwu.edu.

How do I process contracts related to sponsored research?

The Office of the Vice President for Research’s Office of Sponsored Projects Administration (SPA) is responsible for the handling of research proposals, as well as the preparation, interpretation, negotiation, and execution of agreements on behalf of the MFA, for projects funded by federal and state agencies, foundations, and other public and private sources. The SPA also drafts, negotiates, and executes awards and sub-awards for collaborative research. The processing of research related contracts and sub-awards are jointly coordinated by the SPA and the Procurement Department. If you are a

recipient of a sponsored research grant or contract, please contact your sponsored projects manager for further guidance.

Are there any MFA approved standard contracts that I can use?

The Office of General Counsel, working with various offices, has created standard contract templates to address certain routine contractual transactions. These contract templates are generally prepared for certain user groups that have demonstrated a recurrent need and are limited to use by that group. If you think you have a need for a standard contract template, please contact OGC for assistance by emailing the contracts email at contracts@mfa.gwu.edu

My contract is for IT products and services and may involve data storage/processing, or integrations, connections or access to MFA computer systems. What do I need to do to make sure the products or services are OK to use?

If your contract is for any IT products or services (software, hardware, SaaS, Cloud, Web-based) or third-party data management or processing, MFA IS&T requires a vendor security assessment. Assessments can be requested by emailing securityassistance@mfa.gwu.edu. Additionally, the Privacy Office may need to review the data processing terms, particularly if the product or service includes data management outside of the U.S. If determined to be necessary by MFA IT, the [Privacy Office](#) and OGC, an addendum containing additional contractual terms related to data protection and security may be added to the contract with the vendor (e.g. MFA Confidential Information Addendum or the MFA Data Protection Addendum).

I have heard that the MFA is committed to making all digital and web content accessible and usable for everyone, what sort of products and services would be subject to an accessibility review?

If your contract is related to purchase of digital content, covers a service or capability to develop digital content or is an application or capability to display or deliver digital content to users through installed computer application, through mobile devices and mobile apps or through web based applications and services, the content must be equally accessible to individuals with disabilities. The MFA has committed to making all digital and web-based content accessible to all by employing principals of universal design and striving to adhere to the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA. As part of the review, the vendor should be asked to provide a Voluntary Product Accessibility Template (VPAT) (a document which evaluates how accessible a particular product is according to the Section 508 Standards) or other commensurate proof of meeting the WCAG standards. A non-compliant vendor may be required to remediate any nonconforming products or deliverables or replaced with a compliant vendor.

I have been using a form contract for many years that has worked well for me. May I continue to use it?

If your form contract has been reviewed by the Office of General Counsel within the past year, it may still be acceptable. However, please consult with OGC before proceeding. The Office of General Counsel will review the form contract and let you know whether any changes or updates may be required.

What is the proper name to use for the MFA in a contract? Can my school or division be a party to a contract?

All contracts should be in the full legal corporate name of the MFA (i.e., not the name of the department). That name is:

Medical Faculty Associates, Inc.

If you find that identifying the responsible school or division is necessary, the contracting party may be identified as “the Medical Faculty Associates, Inc. on behalf of its School of _____” A contract *should never* be made in the name of just a school, office, division or department; the full legal corporate name of the MFA should always be used when first representing the institution.

A contractor sent me a statement of work instead of a contract. What should I do?

You should ask the contractor if the MFA has a signed master agreement with the contractor. If so, also ask for the name of the contractor’s primary contact for that master agreement. You should then send the statement of work, the name of the primary contact (if provided), and any other information you have to the Office of General Counsel by sending an email to contracts@gwu.edu. The Office of General Counsel will review the statement of work and assist in making sure that it is processed correctly.

Are there special requirements pertaining to international contracts?

Yes. The Office of International Programs must be involved when the other signing party is based outside of the United States. Additionally, under the following circumstances, agreements may need to be reviewed by International Programs, so find out prior to submitting for approval: (1) When there is activity occurring outside of the United States (other than research) and (2) If the agreement involves an international entity. Contact information for their office can be found in this Guide under Section IV “Contracts Originating through Other Offices (Where Procurement is Not Initially Involved)”.

What if my international contract is not in English when received; how can the MFA review it, if it is in the foreign language?

In order to understand the terms with which the parties are expected to comply in a contract that is not in English, the responsible MFA office must obtain a translation certified by a professional translator prior to submitting the contract for review through the appropriate review process (see

Section V, Contract Review and Approval Process). The responsible MFA office can obtain professional translations of documents through the [Procurement Department](#). Alternatively, the responsible MFA office may also ask the foreign contractor to provide a certified English translation by a professional translator.

What if my international contract is negotiated in English, but the foreign party wants the MFA to sign the final contract in English and in a foreign language?

In some cases, a foreign contractor will agree to sign only an English version of a contract. In other cases, the MFA and the foreign contractor will agree to sign versions of the contract in more than one language. In such cases, the responsible MFA office should include the English translation of the contract certified by a professional translator, along with the contract in the foreign language as appropriate, for final signature. A responsible MFA office may ask the foreign contractor to provide a certified English translation or may request a translation through the [Procurement Department](#). Note that the MFA does not require that a contract be signed in a foreign language but is willing to do so, provided that a certified English translation is also presented for final signature.

Are there special contract requirements regarding the use of the MFA’s name and trademarks?

[Medical Faculty Associates, Inc. Name, Logo, Seal, and Color Usage Policy](#) provides guidance on the proper use of MFA’s name and trade or wordmarks. MFA offices must adhere to this Policy and can seek guidance from Marketing at mfacopyright@mfa.gwu.edu, when questions arise.

When a third party requests use of a MFA logo, a written contract between the MFA and the third party must be created. The MFA office initiating that contract is responsible for verifying the legitimacy of the third party’s use of the MFA’s name and marks. They are also responsible for monitoring the permitted use to ensure that it does not exceed the allowed scope of the permission granted as outlined in the MFA guidelines. In addition, the Division of External Relations should review and approve the contract before it is signed. Additional information on this process can be found in this Guide under Section VI “Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel”.

What is “indemnification”?

Generally speaking, an indemnification clause requires that one party take on the obligation to pay the other in the event of a loss or damage. Indemnity is the act of making someone “whole” (equal to what they have lost) or protecting them from identified losses.

Depending on the subject matter of the contract, different types of indemnification clauses might be appropriate based on the types of loss or damage could possibly be incurred under the circumstances. Indemnifications often are related to insurance requirements or insurance coverage and thus should generally be reviewed by Risk Management and Insurance. For more information on when and how to contact the Risk Management office, see this Guide under Step 2 “Collateral Review of the Contract” within Section VI “Step-By-Step Instructions: Contract Review and Approval Process with the Office of General Counsel”.

Where can I learn more about insurance obligations and the MFA's insurance requirements?

The GW Office of Risk Management and Insurance maintains the MFA's standard insurance and indemnification requirements. Insurance is required to be addressed in most contracts with MFA contractors to ensure that there are funds to cover identified losses to the MFA (such as bodily injury, property damage, or liability exposure) caused by an act or failure to act on the part of the contractor. The types of insurance and limits required are tailored to particular activities, and take into account the severity of the potential loss and not just the value of the contract.

Risk Management has prepared the Contract Insurance Matrix, available on their website. It sets forth the MFA's standard insurance requirements for certain types of transactions and services. Notwithstanding the foregoing, Risk Management should always be consulted regarding specific insurance requirements. Risk Management's review and approval of indemnification and insurance clauses is often required as part of the contract review process which is explained in this Guide under Step 2 "Collateral Review of the Contract" within Section VI "Step-By- Step Instructions: Contract Review and Approval Process with the Office of General Counsel".

For any questions regarding indemnifications and insurance, please contact Risk Management at risk@gwu.edu.

What is a worker classification form?

The worker classification form is a questionnaire concerning the work to be performed by an individual in the U.S. for the MFA. A separate international engagement request form is used for work to be performed by an individual overseas. If the MFA's relationship with the individual satisfies the Internal Revenue Service's and related common law standards for independent contractor status, the services may be contracted by using an independent contractor agreement. MFA offices that engage individuals to provide services must submit the required documentation for determination of each contractor's status before any services are performed or payment requests are processed. This process is managed by the GW Tax Department. More information about worker classification can be found on the [Tax Department website](#).

A contractor has requested proof of the MFA's sales tax exempt status, where do I get this?

The MFA has been granted an exemption from sales tax on qualifying purchases for our educational operations in the District of Columbia and from the states listed on the [Tax Department website](#). Each state determines which goods and/or services are eligible for exemption from taxation. Be sure to determine whether the transaction is exempt from taxation or contact the [Tax Department](#) for guidance.

Sales tax exemption certificates must be presented to contractors at the time of purchase and often contractors will request proof of exemption from tax when negotiating contract terms. The Tax Department can be reached at tax@gwu.edu or at (571) 553-8313.

A contractor has requested a Form W-9 from the MFA. What is the Form W-9, and how do I obtain a copy?

The Form W-9 is the Internal Revenue Service form used to provide the MFA's taxpayer identification number (TIN). The Form W-9 can be found at the [Tax Department website](#).

What if a problem arises after a contract is signed?

If a responsible MFA office enters into a contract on behalf of the MFA, it is the office's duty to ensure that the MFA fulfills the obligations under the contract. In addition, in the event that the other party fails to fulfill its contractual obligations to the MFA or if other problems arise, it is the responsible MFA office's duty to bring this to the attention of the appropriate MFA officials, including the Office of General Counsel, to ensure that the MFA's rights are enforced. If any questions or concerns arise regarding the performance of a contract or the enforcement of the MFA's rights, please contact OGC by emailing contracts@mfa.gwu.edu.

If I am purchasing a good or service with a P-Card and a contract is part of the transaction, does it need to be reviewed? Who signs it?

Any time you engage with a contractor and the contractor requires a contract to be signed (regardless of how the financial obligations will be met), the contract must go through the appropriate review process (see Section V, Contract Review and Approval Process) and be signed by an authorized GW signatory. Once a contract has been reviewed and signed by both parties, the payment to the contractor can be made through an online requisition with Procurement or by P-Card. If by P-Card, both the invoice and a properly executed copy of the contract are required as supporting documentation when submitting an expense report through the P-Card [Expense Reporting process](#).

X. Common Types of Contract Documents

While many types of contracts exist, below is a brief list of the types that may be used at the MFA. This is by no means an exhaustive list. If you do not find the type of contract you have questions about listed below, contact the Office of General Counsel.

- **Addendum:** An addendum is a document attached to and executed with the original contract, making it a part of the original contract from the start. It usually contains information or requirements of the parties that are not fully spelled out in the contract. An addendum should not be confused with an *amendment (or modification)*, which is a document that modifies an already signed contract.
- **Affiliation Agreement:** An affiliation agreement is a contract between the MFA and another entity for purposes of establishing a relationship to provide an educational opportunity for the sharing of personnel, and/or resources for a particular purpose. Affiliation agreements are fundamental to the relationships the MFA has with many other entities. They may be entered into with other healthcare providers, federal agencies, state entities, non-profit

organizations or other private companies/businesses, both domestic and international. The purpose of affiliation agreements is to memorialize each party's rights and responsibilities with respect to the educational opportunity addressed in the agreement.

- Amendment or Modification: An amendment is a modification made to the terms of an already accepted (signed) contract. It is a formal written statement made to add information to, or change information in an existing contract. When an amendment is properly signed by representatives of each party to the original contract, it will have the same legal power as, become a part of, or may, in part, supersede terms in, the original contract.
- Confidentiality Agreement: See Non-Disclosure Agreement.
- Gift Agreement or Gift Memorandum of Understanding: A formal contract documenting a charitable contribution to the MFA by a donor. The contract will specify the gift, promise, commitment, and/or undertaking of a donor, and will set forth what restrictions, if any, are placed on the gift. Guidelines related to the content of a gift agreement are outlined in the [Gift Acceptance Policy](#).
- Independent Contractor Agreement: Independent v contractor agreements (sometimes also known as a Professional Services Agreement) are used when contracting for services with an individual who offers services to the general public. It is important to determine an individual's worker classification prior to the commencement of the services and to distinguish between those who will be considered independent contractors and those who will legally be considered an employee. If the MFA's relationship with the individual satisfies the Internal Revenue Service's and related common law standards for independent contractor status, the services may be contracted for using an independent contractor agreement. MFA offices that engage individuals to provide services must submit the required worker classification documentation for determination of each contractor's status before any services are performed or payment requests are processed. More information about worker classification and the appropriate documentation can be found at the [GW Tax Department website](#).
- Lease: A lease is a contract by which an owner of real estate, facilities, or equipment conveys to another, the exclusive use of such asset for a specified amount of time in return for a specific amount of rent. The MFA commonly uses leases for the rental of office space and the rental of copying machines.
- Letter Agreement: A letter agreement (or "letter of agreement") is a type of contract in the format of a letter. While a letter agreement may be shorter than other contracts, it generally includes the same kinds of terms as a traditional contract (e.g., description of the goods, services or purpose of the relationship, time of performance, financial terms, etc.). A letter agreement is legally no different than a traditional contract; the two only differ in the format of the document itself. A letter agreement may be consummated by obtaining the countersignature of the receiving party in a single letter or through an exchange of letters between two parties, which together set forth and confirm the terms of the contract.
- Letter of Intent: While a letter agreement is a legally binding contract, a letter of intent, if drafted properly, is not binding. A letter of intent is used to summarize the general plan of a proposed transaction before a binding agreement is finalized. It is seen as an expression of interest on behalf of each party prior to reaching a final agreement.
- License: A license is a contract by which an owner gives permission to another to use

something or to allow an activity that would otherwise be forbidden. A common license used by the MFA is a Software License: A software license is a type of license made by the owner of a computer program (“licensor”) to another (“licensee”) for the use of that computer program. A software license grants the licensee the ability to use one or more copies of the software in ways that without such permission would be considered infringement. Another common license is a License for the Use of Space: A license for the use of space conveys a different set of rights than what is conveyed by a lease.

- Master (Services) Agreement: This is a contract between the MFA and a contractor that specifies most of the legal and business terms of the MFA’s purchase of a set of goods or services from that contractor. The contract is designed to be used repeatedly for the procurement of goods or services over a period of time using the same legal and business terms. A separate “*statement of work*” may be executed for each order under the master services agreement and would include the quantity/type of work as well as the pricing.
- Memorandum of Understanding: A memorandum of understanding (sometimes known as an “MOU”) may or may not actually be a legally binding contract. Similar to a letter of intent, an MOU may operate as a statement of intent that is used to set forth the basic and general principles and guidelines under which the parties involved will work together to accomplish a shared goal, but that does not involve the exchange of money or a reliance of one party on the actions of the other that could result in a loss if not performed. It is important to note, however, that if an MOU includes definite terms (such as the exchange of money or obligations) that meet the description of a “contract,” it will be treated as a legally binding document no matter what it is called and must follow the review process.
- Modification: See Amendment.
- Non-Disclosure Agreement: A non-disclosure agreement (sometimes also known as an “NDA” or confidentiality agreement) requires the parties to the agreement to keep certain information disclosed between them confidential. Such agreements are commonly used by parties in conjunction with other types of contracts.
- Purchase Order: A purchase order (sometimes known as a “PO”) is one of the simplest forms of a contract. It is formed through the acts of offer and acceptance. The PO is a written authorization from the MFA requesting a contractor to provide goods or services. It contains terms and conditions that will govern the purchase and acts as an offer from the MFA to purchase the requested items. When a PO is accepted by a contractor, a contract is created. Generally, a contractor accepts the PO by delivering the requested items. Once received by the MFA, the contractor can expect payment by the MFA in return for the delivered items.
- Statement of Work: A statement of work (also called an “order” or a “task order” as defined on page 12 of this Guide under *Glossary of Procurement Terms*) is a formal document that details the work, deliverables, locations, timelines, pricing, and other requirements of a contractor in performing specific work. In most cases, a statement of work is accompanied by a separate (master) agreement or other governing document that contains the legal terms as well as other business terms that will govern the transaction. A statement of work should not be confused with a *Scope of Work* (defined on page 12 of this Guide under *Glossary of Procurement Terms*), which is only a description of work to be done without timelines, pricing, or other details of a statement of work. For more information on master agreements and statements of work, see the FAQs in Section VIII of this Guide.

Appendix A: Procure-to-Pay's Competitive Exemptions List

The following procurements are exempt from Competitive Source Selection and may be paid via a Payment Request Form through [MFA Payables](#) directly or by a [P-Card](#). Purchase Orders are not required for payment but may be used if so desired by the requisitioner.

Federal procurements that are subject to the Federal Acquisition Regulations (FAR) in excess of \$10,000 and Uniform Guidance (UG) greater than \$10,000 are NEVER allowed to be paid via a direct payment request, even if the good or service is listed below as exempt from the competitive procurement process. In the case where compliance with the FAR or UG is required by the Sponsor, please contact Procure-to-Pay for available contracting options.

1. Animals and plants for laboratory and research use (exempt from competition, but must only be procured by the Animal Research Facility Staff of the MFA.)

Appendix B: Signature Authority Table

According to MFA's bylaws, only certain individuals are authorized to contractually bind the MFA: the CEO, the Treasurer, or such other person or persons as may be authorized by the Board.

- The CEO and Treasurer may execute contracts, appointment letters or other instruments related to the management of the MFA's medical programs.
- The CEO and Treasurer may execute contracts and other instruments as required to conduct the MFA's business operations.

These officers of the MFA, in keeping with the terms of the bylaws, may delegate signature authority granted to their offices through delegation memoranda.

This table reflects grants of authority made by the CEO and Treasurer to sign documents or bind the MFA through an agreement of the types described to those persons and positions identified in the table.

Sub-delegation of the authorities contained in this table is not permitted unless expressly indicated. Permitted sub-delegations must be made in writing and in accordance with the Contract Process Guidelines.

IMPORTANT INFORMATION FOR THOSE SEEKING TO EXERCISE SIGNATURE AUTHORITY: Those who sign external agreements or attempt to bind the MFA without proper authority may become personally responsible for the agreement and maybe subject to MFA disciplinary action.

Requests to change the authorities delegated in this table should be directed to the Office of the President, or the Office of the Provost and Executive Vice President for Academic Affairs, or the Office of the Executive Vice President and Chief Financial Officer (EVP CFO), as appropriate. General questions concerning the scope of authority may be directed to the Office of General Counsel. This table will be reviewed annually.

Abbreviations used in this table

Chief Executive Officer	CEO
MFA Treasurer	Treasurer
Office of the Vice President of Research	OVPR
Office of the General Counsel	OGC

The terms "contract" and "agreement" are used interchangeably in this table and refer to documentation that sets forth the acceptance of obligations on behalf of the MFA or a binding arrangement between two or more parties.

Bylaws of the Medical Faculty Associates, Inc.				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract /Designation Types	Limitations	Sub-delegation
Chief Executive Officer	Delegated by Board per the Bylaws	All contracts and other instruments on behalf of the MFA and receipts for any type of gift		Yes
Treasurer	Delegated by Board per the Bylaws	Contracts and other instruments as required to conduct the MFA's business operations and receipts for any type of gift		Yes
				Yes

Agreements related to Medical Programs

Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
	Delegated by Board per Bylaws	Contracts, faculty appointment letters, and other instruments related to the management of the MFA's academic programs		Yes
		Research Agreements		No

International Programs

Who?	When?	What?	Must secure OGC and Risk review and approval of substantive changes to MFA standard agreement;	No
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Agreements related to Medical Programs/Research?				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Agreements related Practice Groups?				
Who	When	What	Limitations	Sub-delegations
Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
CEO	Delegated by Board per the Bylaws	Contracts and other instruments as required to conduct MFA's. business operations and		Yes
Agreements related to Business Operations				
Position/Title with Authority	Source of Authority for Delegation	Document/Contract Types	Limitations	Sub-delegation
Treasurer			\	Yes
Director, George Washington Museum and The Textile Museum	Delegated by EVP CFO per memo dated 8/10/2016	Agreements related to museum purchases and loans including agreements for goods and services with financial obligations of ten thousand dollars or less; non-disclosure and confidentiality	Must secure OGC and Risk review and approval of (i) substantive changes to GW standard agreement; and (ii) all third party agreements	No

