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**LAMAR UNIVERSITY**  
**MANUAL OF ADMINISTRATIVE POLICIES AND PROCEDURES**

**SECTION: Campus Operations**  
**AREA: Contract Management**

<b>University Contracts</b>	<b>MAPP 02.03.01 (FO)</b>
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**I. POLICY**

- A. Lamar University (LU) may enter into contracts to purchase, obtain, or provide goods and services needed to conduct University business and operations. To be valid and binding, all contracts executed between the University and a private or public entity must adhere to the laws, statutes, rules, and regulations of the United States (federal) government, the State of Texas, and the Texas State University System (TSUS).

**II. PURPOSE AND SCOPE**

- A. This policy falls under the authority of applicable federal, State of Texas, and TSUS laws, statutes, rules, and regulations governing contracts with public institutions of higher education in Texas, including, but not limited to, the following: the TSUS Rules and Regulations, Chapter III, Subparagraph 1.1 “Contracts” and Paragraph 10 “Contracts, Purchases, and Agreements”; TSUS Contract Management Handbook; and Texas Education Code, Chapter 51.

**III. CONTRACTING REQUIREMENTS, AUTHORITY, AND EXCLUSIONS**

- A. Only authorized LU personnel may enter into contracts on behalf of the University. The University’s Delegation of Authority Policy defines which LU personnel may enter into contracts on behalf of the University.
- B. All University contracts must be in writing and must name Lamar University as a party. University divisions, colleges, departments, institutes, centers, offices, and LU employees (in their roles as LU employees) may not enter into contracts in their own names.
- C. To be considered valid and binding, a contract that lists LU as a party must be authorized and signed by the appropriate LU employee responsible for that decision. Except as noted in federal, State of Texas, or TSUS laws, statutes, rules, and regulations, LU is not bound by a contract signed by an unauthorized person on behalf of the University. LU may hold a person who signs without proper authorization personally liable for any damages incurred by the University. If employed by the University, this person may be subject to disciplinary action in keeping with the policies and procedures of the LU Office of Human Resources.
- D. Contracts are subject to review and approval by designated LU and TSUS contract personnel, LU and TSUS legal counsel, and the TSUS Board of Regents.

- E. Except as noted in federal, State of Texas, or TSUS laws, statutes, rules, and regulations, a written contract must be fully executed and approved between the contracting parties prior to the performance of services or payment for goods and services.
- F. The TSUS Rules and Regulations (Chapter III, Subparagraph 1.1) and TSUS Contract Management Handbook (Section 1.3) identify types of contracts, agreements, and transactions that are exempted or excluded from certain TSUS requirements. These exemptions and exclusions do not exempt or exclude these contracts, agreements, and transactions from state or federal laws or other TSUS rules and regulations governing contracts, agreements, and transactions at public institutions of higher education.

#### **IV. INFORMATION TECHNOLOGY ACQUISITIONS**

- A. TSUS Rules and Regulations (Chapter III, Paragraph 19 “Information Technology”) require central review and oversight, including authorization to reject, of all University acquisitions of information technology (IT) by the University’s Information Resources Manager (IRM) and Information Security Officer (ISO). These IT acquisitions include, but are not limited to, computing hardware, software, and hosting services, regardless of source of funds. LU’s department heads are required to consult with the University’s IRM and ISO prior to executing contracts involving the procurement of technology products or services. LU contracting personnel will ensure and document that this review has taken place and applicable approvals have been received.

#### **V. CONTRACT AMENDMENTS, RENEWALS, AND EXTENSIONS**

- A. The University will use the same process as used with the original contract to approve amendments, renewals, and extensions to contracts, unless the proposed change, when aggregated into the total value, requires a different level or type of approval, or unless excepted under TSUS Rules and Regulations, Chapter III, Subparagraph 1.1 and Paragraph 10.

#### **VI. CONTRACT PROCEDURES**

- A. LU has developed procedures that maintain administrative controls over and assure fiduciary responsibility for contracts executed on behalf of the University. These procedures provide a standardized, comprehensive University system for contract requests; contract generation and review; contract approvals; and signed authorization by the appropriate authorities.
- B. LU’s contract procedures are housed within the LU Office of Campus Operations and the LU Office of Financial Services, which together manage the University’s contracting process.

#### **VII. REVIEW AND RESPONSIBILITY**

Responsible Party: Chief Operations Officer

Review Schedule: Every three years on or before September 1

## VIII. APPROVAL

Dr. Robert H. Wagner  
Chief Operations Officer

04/27/2022  
Date

Dr. Jaime R. Taylor  
President

04/27/2022  
Date

## REVISION LOG

Revision Number	Date	Description of Changes
1	04/21/2022	Version created.
	04/27/2022	Version approved by President.