



Contracts Policy

Policy Information

Date Established: May 17, 2019

Date Last Updated: March 29, 2022

Category: Finance

Internal Control Program Approved: April 19, 2022

Article I. Applicability

This Contracts Policy shall apply to University at Buffalo Student Association Inc. (sometimes hereafter referred to as “Student Association” or “SA”) and all clubs recognized by SA. As used in this Contracts Policy, the term “contract” shall be interpreted to include agreements of any nature and promises of any kind (whether or not the word contract appears), including but not limited to agreements that do not involve the exchange of money.

Article II. Signing Authority

1. Clubs may not enter into contracts or undertake legal obligations; only SA itself may enter into contracts
2. No one shall have a right to execute any contract on behalf of a club or undertake any legal obligation on behalf of a club by virtue of his/her position as an officer, member, advisor or coach of such club
3. A contract may be executed on behalf of SA only if such contract is executed by the SA Treasurer (or designee appointed by the Treasurer in writing) and either the SA President or the SA Vice President. No, SA Officer shall ever be required to approve any contract, and no term of this policy shall be construed to require approval of any contract.
4. Contracts must be reviewed by the Campus President or their Designee, when so required by applicable University policy(ies)
5. The encumbrance process must be followed with respect to any expenditure before SA may commit to such expenditure in a contract

Article III. Legal Compliance

No contract entered into by SA may violate, or cause anyone to violate, any applicable federal, state or local law or regulation, State University of New York at Buffalo policy, or SA policy.

Article IV. Reasonableness

All terms of each contract must be reasonable under the circumstances.

Article V. Standard Contract Forms

SA shall utilize, review from time to time, and modify as appropriate, standard form contracts to be used in various situations, including but not limited to the engagement of performing artists, venues and caterers. Use of SA’s standard forms is strongly preferred but not required, though the SA Officers may require any such form be used as a condition of their approval of any agreement.

Article VI. Vendor-Supplied Contracts

Vendor-supplied contracts must not violate any of the rules of this policy. Further, the following rules shall apply to vendor-supplied contracts:

Section 6.01 All Essential Terms

The contract must contain all the terms that are essential components of the deal (for example, and without limitation, a full description of goods or services, price, length of performance, and dates and times for performance or delivery).

Section 6.02 Deposits

Contracts may not require SA to pay advanced deposits or (full or partial) pre-payments.

Section 6.03 Breach

Each contract entered into by SA should state that in the event the other party alleges a breach by SA, SA must be provided with written notice of the alleged breach and a reasonable opportunity to cure the alleged breach.

Section 6.04 Notice

If the contract contains a provision providing for notice, it should state that notice will be sent to the SA Office. If the contract provides for email notice, the contract may allow such notice to be sent to the official UB email address of a SA Officer or member of SA's professional staff.

Section 6.05 Governing Law and Venue

Each contract entered into by SA should state that it is governed by the laws of the State of New York and should designate that the sole and exclusive proper venue for any dispute arising out of the contract shall be located in Erie County, New York.

Section 6.06 Confidentiality Clauses

No contract may contain any confidentiality provision that would require SA to violate any law.

Section 6.07 UB is NOT a party

Except for a contract between SA and UB, the contract must not state or imply that UB is a party to the contract. SA (rather than the club) should be listed as the party to the contract.

Section 6.08 No Unreasonable Limitations on Vendor's Liability

The contract must not contain unreasonable limitations on the vendor's liability for negligence, breach of contract or other wrongful act or omission.

Section 6.09 Indemnification Clauses

The contract must not contain any unreasonable indemnification clause binding upon SA. The SA Officers may require the Vendor to indemnify, hold harmless and/or defend SA, the club, the State University of New York at Buffalo, and their respective officers, directors, employees, and agents.

Section 6.10 Insurance

As a condition of approval, the SA Officers may insist that the contract require the vendor to provide a certificate of insurance in a reasonable amount listing as additional insureds: SA, the State University of New York at Buffalo, and any other affiliates of either of them as the SA Officers deem reasonably appropriate under the circumstances.

Section 6.11 Term

Except for Professional Staff employment contracts, contracts and fiscal commitments may not be for a term longer than one (1) year, unless SA shall have the right to terminate the contract (without penalty) upon reasonable notice to the other party at any time thereafter.

Article VII. Method and Dates of Submission

Clubs should submit contracts for review via the following website:

www.sa.buffalo.edu/form/contracts. Contracts should be submitted for review at least two (2) weeks prior to the applicable event/activity, whenever reasonably possible.

Article VIII. Exceptions

Subject to Article III and IV of this Contracts Policy, the SA Officers may grant exceptions to Sections 6.02, 6.03, 6.04 and 6.05 of this Contracts Policy if (1) required as a condition of a contract with a league or other recognizing body for clubs engaged in intercollegiate competitions, or (2) necessary or prudent in order to obtain goods or services at a better value (either lower price or higher quality) than would otherwise be available, after reasonable consideration of all risks. The exceptions allowed under this paragraph may be granted by the authorized SA Officers' execution of the applicable contract. The Officers shall never be required to grant an exception.

Article IX. Role of Professional Staff in Review Process

All proposed contracts shall first be reviewed by the SA Administrative Director (or another Professional staff member designated by the Administrative Director), Associate Administrative Director or Entertainment Coordinator prior to execution. All proposed contracts may be submitted for attorney review at the reasonable discretion of any SA Officer or any member of the Professional Staff. If a member of the Professional Staff has concerns about a proposed contract, they shall communicate those concerns to the SA Officers, and if a member of the Professional Staff has concerns that a proposed contract presents significant risk to the Student Association, they may communicate those concerns to the Campus President or their Designee, as well.

Article X. Waiver of Liability Agreements

The SA Officers may require participants in SA and club activities to sign waiver of liability agreements as a requirement of participation in such activity(ies). SA has developed, and may modify from time to time as appropriate, standard form(s) to be used for such purpose.

Article XI. Club collaboration with Outside Entities

In order for an SA club to collaborate with an outside organization on an event the responsibility of each party must be set forth in a contract, subject to SA's contract policy and any other applicable policies.