



## **CONTRACT REVIEW AND SIGNING AUTHORITY**

### **Section 401. Purpose**

The purpose of this policy is to establish a framework for the review, execution and retention of all contracts signed on behalf of US Youth Soccer Association. A contract is defined as any document with an outside party that creates a legally binding commitment for the organization.

### **Section 402. Types of Contracts**

- (a) Sponsorship Contracts
- (b) Partner Contracts
- (c) Service Contracts
- (d) Hosting Agreements
- (e) Housing Contracts
- (f) Facility Contracts
- (g) Lease Agreements
- (h) Rental Agreements
- (i) Employment Contracts
- (j) Consulting Agreements
- (k) Independent Contractor Agreements
- (l) Vendor Contracts

### **Section 403. Guidelines**

- (a) Only authorized employees are permitted to execute contracts on behalf of US Youth Soccer.
- (b) All contracts must be in writing.
- (c) Any contract representing a significant commitment for USYS must be fully discussed with and approved by the CEO (and Board of Directors if applicable), prior to engaging in specific contract negotiations.
- (d) Unless a contract is in a standard format that has previously been approved and no material modifications have been made to the language, the contract must be reviewed by a legal expert prior to execution.
- (e) It is the responsibility of the employee presenting the contract for execution to fully understand the terms of the contract, to ensure that the business needs of USYS are met, and to confirm that the agreement falls within budgetary guidelines (if applicable).
- (f) An employee who has a conflict of interest with respect to a potential contract will have no signing authority and will not be involved in the approval process.
- (g) An employee who signs a contract on behalf of USYS who has no authority to do so, will be subject to disciplinary action, including possible termination.

- (h) All of the guidelines outlined above apply to original contracts, contract amendments, contract modifications, and contract extensions.

#### **Section 404. Signing Authority**

- (a) The following contracts are to be executed by the CEO after being reviewed by the Board of Directors:
  - 1) Any contract in excess of \$100,000.
  - 2) Any contract that binds US Youth Soccer to a term of three years or longer.
  - 3) Any contract that contains an exclusivity clause.
- (b) All Sponsorship and Partner contracts, regardless of value, are to be executed by the CEO.
- (c) All contracts that create a financial liability for US Youth Soccer must be reviewed and approved (and signed if applicable) by the CFO.
- (d) Only the Chairman of the Board of Directors is authorized to execute employment contract(s) between US Youth Soccer and the organization's Chief Executive Officer.
- (e) Senior Managers are authorized to execute contracts within their general area of responsibility for any Service, Hosting, Housing, Facilities, Leasing, Rental, or Vendor contracts – provided these contracts do not exceed \$100,000.
- (f) Consulting Agreements are to be reviewed, approved and executed by Human Resources.
- (g) Program Managers are authorized to execute Independent Contractor Agreements.
- (h) The CEO and Senior Managers may designate signing authority to others, if the contract value is less than or equal to \$10,000, is not a Sponsor or Partner contract, does not bind the organization to a term of three years or longer, and does not contain exclusivity language.

#### **Section 405. Contract Retention**

- (a) All contracts must be provided to the CFO upon execution.
- (b) A copy of the fully executed contract must be retained by the person executing the contract on behalf of USYS, as well as the outside party.