

COLUMBUS STATE UNIVERSITY
DELEGATION OF AUTHORITY MEMORANDUM

I. PURPOSE:

The purpose of this Memorandum is to confirm the circumstances under which contracts can be executed on behalf of Columbus State University and to authorize certain officials at CSU to act on the President's behalf.

The "delegation of authority" is the formal recorded conveyance of authority to bind the University within the scope of authority to a legally enforceable obligation. Any such transfer of powers and duties are therefore significant actions requiring great care and scrutiny.

II. BOARD OF REGENTS:

This Memorandum is consistent with the policies of the Board of Regents of the University System of Georgia (BOR), which, except in certain limited circumstances, gives the President of each institution of higher education broad authority to enter into agreements necessary for the daily operation of the University and to delegate such authority to certain specified officials. The relevant BOR policies are, as follows:

Policy 2.5 Presidential Authority and Responsibilities

Section 2.5.4. The president of each institution, or the president's designee, shall have the authority to execute, accept, or deliver, on behalf of the Board, . . . research agreements, settlement agreements, service agreements, and reciprocal emergency law enforcement agreements affecting his/her institution.

Policy 7.9. Contracts

Section 7.9.1. Except for the contracts that are reserved to the Board or Chancellor by this Policy Manual, all contracts necessary for the daily operation of the institution and all contracts for goods and services not regulated by the Georgia Department of Administrative Services can be executed by the head of each institution or his/her designee. This limited delegation of contracting authority to the executive head of each institution or his/her designee is in addition to all other delegations contained in this Policy Manual.

In each instance, the delegation of authority applies to the incumbent in the named position or any replacement position at the time of the action and may be withdrawn or changed at the discretion of the President.

III. ACTIONS IN PRESIDENT'S ABSENCE:

In the event that the President is away from campus or otherwise not available during a situation that calls for immediate action on behalf of the University, the Provost and Vice President for Academic Affairs is authorized to act on behalf of the President. In the event the President or the Provost/Vice President for Academic Affairs is not available, then the Vice President for Business and Finance is authorized to act on behalf of the University.

IV. SIGNATURE AUTHORITY:

The proper delegation of authority to execute contracts with external entities that bind Columbus State University and all legal entities under its control is required to minimize financial, legal and related risks and to ensure that appropriate fiscal and management controls are in place for the betterment of the entire institution.

Because of the large number of proposals, contracts, and memoranda to be signed and executed in carrying out the business of Columbus State University, certain officials are hereby authorized to execute agreements on behalf of Columbus State University, as follows:

<i>TITLE</i>	<i>AUTHORITY</i>
President	Except those contracts that are reserved to the BOR, the President shall have authority to execute all contracts, including settlement agreements not exceeding \$100,000, on behalf of the University
Provost and Vice-President for Academic Affairs	<ul style="list-style-type: none">• Any contract on behalf of the University when President is unavailable and immediate action is required• Contracts and other instruments related to the solicitation, acceptance, and/or execution of grants and contracts for sponsored programs and research projects including grant applications, non-disclosure, confidentiality agreements, and material transfer agreements• Academic affiliation agreements and MOUs• Collaboration agreements with other system schools• Contracts related to the administration of faculty affairs
Vice President for Business and Finance	<ul style="list-style-type: none">• Any contract when President and Provost are unavailable and immediate action is required• Contracts relating to real estate and other property transactions, construction, investment, exchange of money, expenditure of funds and other operations under the supervision and control of the Office of Business and Finance• Management of accounts in the name of and for the benefit of CSU at banking and other financial institutions• Contracts resulting from competitive solicitations (RFPs, RFQs)• Donation agreements pursuant to BOR policy 7.4

Vice President for Advancement	<ul style="list-style-type: none"> • Contracts related to donor and gift agreements to University and Foundations • Agreements related to services and events for alumni, fundraising, and advancement activities
Vice President for Student Affairs	<ul style="list-style-type: none"> • Contracts related to student organizations including special events, performances, concerts, and speakers • Contracts related to housing and residence life, including student and guest leases or rental agreements and agreements for use of these facilities for special activities • Contracts relating to operations and management of university police, recreation center and health services
Vice President for Information Technology	<ul style="list-style-type: none"> • Contracts for the acquisition of technological equipment and services for the University including software, maintenance agreements, and service renewals
Athletic Director	<ul style="list-style-type: none"> • Contracts and agreements related to recruitment and signing of student athletes, including grant and scholarship agreements • Contracts related to hotel accommodations and transportation services • Athletic competition contracts
Associate Vice President for University and Government Relations & Special Assistant to the President	<ul style="list-style-type: none"> • Contracts related to use, maintenance, protection or enforcement of CSU trademarks, copyrights, service marks and logos, including, but not limited to, licenses, registrations, and/or documents related to trademark protection • Contracts related to use, license or release of CSU owned or produced media, including, but not limited to, videos, photographs, news articles, websites and related intellectual property and digital assets
Assistant Vice President for Leadership Development	<ul style="list-style-type: none"> • Contracts related to the administration and management of the Cunningham Center and Leadership Institute, including lease, facility use, and speaker agreements.

V. SUB-DELEGATION OF AUTHORITY:

The authority delegated to the specific individuals identified above by the University President may be sub-delegated to other individuals who are current University employees, are knowledgeable of and about the policies of the University and Board of Regents, and over whom the delegator has management authority.

Under these circumstances, the delegator may:

- retain full discretion to reserve to themselves any authority delegated to them;
- may delegate authority as long as it is not expressly disallowed or limited in any way;
- may not delegate authority greater than that which has been delegated; and
- remains responsible and accountable at all times for the exercise of any authority they have delegated to others.

Any and all sub-delegations must adhere to the following requirements:

- be in writing;
- be made to a specific individual with an official university position title included;
- must clearly define the nature and extent of the authority being delegated, and must be approved in writing by the President.¹

A copy of each written delegation of authority shall be provided to the delegate, the University President and the Office of General Counsel.

Sub-delegations can be revoked at any time by the delegator, without notice, provided it is in writing and a copy provided to the President and Office of General Counsel.

VI. PURCHASING AGREEMENTS:

The authority to commit University funds for supplies, materials, equipment and certain contractual services has been delegated to the Purchasing Office within the limits established by DOAS, State Purchasing Division. Agreements for the purchase of goods and services should be reviewed, approved and executed within DOAS and University purchasing guidelines and policies.

VII. AFFILIATED ENTITIES

Affiliated entities of Columbus State University such as the CSU University Foundation and Foundation Properties, Inc. are legally distinct and independently controlled. Contracts entered into on behalf of affiliated entities are not subject to this Memorandum and should be entered into pursuant to the rules and policies of the affiliated entity, provided, however, that any such contracts which materially implicate the resources and assets of the University should be reviewed by the Office of General Counsel prior to execution and may need to be reviewed by additional university officials.

VIII. CONTRACT ROUTING AND REVIEW:

Notwithstanding authority provided pursuant to this Memorandum, all proposed contracts prior to their execution must be reviewed in conjunction with the University's Contract Review Policy unless expressly exempt under the terms of such Policy.

Any and all contracts involving the expenditure of University funds must be reviewed and approved by the Vice-President of Business and Finance.

¹ See Exhibit 1 and Exhibit 2 (completed and uncompleted samples of sub-delegation memoranda)

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EXHIBIT 1

Memorandum

TO: _____¹
FROM: _____²
DATE: _____, 2017
RE: SUB-DELEGATION OF AUTHORITY TO _____³

Pursuant to the delegation of authority dated _____, 2017, the University President has granted me the authority to administer and execute _____⁴ on behalf of Columbus State University, provided such contracts are in conformance with the policies of the Board of Regents of the University System of Georgia and CSU.

I hereby designate you as my designee and authorized institutional representative strictly and solely in your capacity as _____⁵ for purposes of administering and executing agreements related to _____⁶. These agreements are construed to include, but not be limited to the following: _____, _____, _____ and _____.⁷

This delegation is effective and supersedes any previous delegations relating to this subject matter. You may not re-delegate this authority without express written authorization.

Unless specifically exempted, any and all proposed contracts must be reviewed under the University's Contract Review Policy prior to execution.

Cc: Chris Markwood, President
Craig Burgess, General Counsel

¹ Name of person to whom authority is being sub-delegated.

² Name of employee to whom University President has delegated authority.

³ See note 1.

⁴ Description of authority delegated by University President.

⁵ Title of employee to whom authority is being sub-delegated.

⁶ Description of authority being sub-delegated.

⁷ If necessary, additional description of authority being sub-delegated to further and clearly delineate such authority being sub-delegated.

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EXHIBIT 2

Sample of Completed Memorandum

TO: Dr. Michael Wetherholt
Director, Office of Sponsored Programs

FROM: Dr. Tina Butcher
Interim Provost and Vice-President for Academic Affairs

DATE: January 13, 2017

RE: SUB-DELEGATION OF AUTHORITY TO MICHAEL WETHERHOLT

Pursuant to the delegation of authority dated January 13, 2017, the University President has granted me the authority to administer and execute academic agreements on behalf of Columbus State University, provided such contracts are in conformance with the policies of the Board of Regents of the University System of Georgia and CSU.

I hereby designate you as my designee and authorized institutional representative strictly and solely in your capacity as Director, Office of Sponsored Programs for purposes of administering and executing agreements related to contracts and other instruments related to the solicitation, acceptance, and/or execution of grants and contracts for sponsored programs and research projects. These agreements are construed to include, but not be limited to the following: grant applications, non-disclosure, confidentiality agreements, and material transfer agreements.

This delegation is effective and supersedes any previous delegations relating to this subject matter. You may not re-delegate this authority without express written authorization.

Unless specifically exempted, any and all proposed contracts must be reviewed under the University's Contract Review Policy prior to execution.

Cc: Chris Markwood, President
Craig Burgess, General Counsel