

## **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applies to the incumbent in the named position or any replacement position at the time of the action and may be withdrawn or changed at the discretion of the President.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 Executive Vice President is authorized to act on behalf of the President. In the event the President or the Provost and Executive Vice President is not available, then the Vice President for Business and Finance is authorized to act on behalf of the University.

**IV. ESSENTIAL TRAVEL:**

Authorization and approval to travel under the Guidelines for University Sponsored Travel are delegated to the Provost and Executive Vice President for *non*-athletic travel. Authorization and approval to travel related to NCAA and/or Peachbelt Conference-related athletic activities and events are delegated to the Athletic Director.

**V. 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><b>TITLE</b></i>	<i><b>AUTHORITY</b></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 Executive Vice President	<ul style="list-style-type: none"><li>• Any contract on behalf of the University when President is unavailable and immediate action is required</li><li>• 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</li><li>• Academic affiliation agreements and MOUs</li><li>• Collaboration agreements with other system schools</li><li>• Contracts related to the administration of faculty affairs and enrollment management</li><li>• Non-athletic contracts requiring approval under the Guidelines for University Sponsored Travel</li></ul>

Vice President for Business and Finance	<ul style="list-style-type: none"> <li>• Any contract when President and Provost are unavailable and immediate action is required</li> <li>• 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</li> <li>• Management of accounts in the name of and for the benefit of CSU at banking and other financial institutions</li> <li>• Contracts resulting from competitive solicitations (RFPs, RFQs)</li> <li>• Donation agreements pursuant to BOR policy 7.4</li> </ul>
Vice President for Advancement	<ul style="list-style-type: none"> <li>• Contracts related to donor and gift agreements to University and Foundations</li> <li>• Agreements related to services and events for alumni, fundraising, and advancement activities</li> </ul>
Vice President for Student Affairs	<ul style="list-style-type: none"> <li>• Contracts related to student organizations including special events, performances, concerts, and speakers</li> <li>• 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</li> <li>• Contracts relating to operations and management of university police, recreation center and health services</li> </ul>
Chief Information Officer	<ul style="list-style-type: none"> <li>• Contracts for the acquisition of technological equipment and services for the University including software, maintenance agreements, and service renewals</li> </ul>
Athletic Director	<ul style="list-style-type: none"> <li>• Contracts and agreements related to recruitment and signing of student athletes, including grant and scholarship agreements</li> <li>• Contracts related to hotel accommodations and transportation services</li> <li>• Athletic competition contracts requiring approval and authorization under the Guidelines for University Sponsored Travel</li> </ul>
Associate Vice President for University and Government Relations & Special Assistant to the President	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul>
Assistant Vice President for Leadership Development	<ul style="list-style-type: none"> <li>• Contracts related to the administration and management of the Cunningham Center and Leadership Institute, including lease, facility use, and speaker agreements.</li> </ul>

General Counsel	<ul style="list-style-type: none"> <li>• Contracts related to provision and management of legal services.</li> </ul>
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**VI. 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.

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.

**VII. 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.

**VIII. 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.

**IX. 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.