

The Ohio State University Delegation of Purchasing Authority Memorandum of Understanding

This memorandum of understanding is between The Ohio State University Purchasing Department ("Purchasing") and the College (the "College") along with its designated buyer (the "Buyer").

Delegation Authority

The Director of Purchasing hereby delegates purchasing authority to the College and Buyer for the purchase of goods and services not to exceed \$5,000.00 per purchase subject to the responsibilities and restrictions below.

This memorandum commences on the date approved by the Director of Purchasing. This memorandum may be terminated at any time by any of the three parties by delivering written notice to the other party.

College and Delegated Buyer Responsibilities

1. The College and Buyer shall adhere to the principles and standards of the National Association of Educational Procurement (NAEP) as well as the Ohio Ethics Law and related statutes. Each authorized buyer involved in the expenditure of public funds is held to the highest degree of public trust. No authorized buyer shall engage in or permit any illegal or improper purchasing practices.
2. The College and buyer agree to abide by State laws, University Board resolutions, University purchasing policies, and other applicable codes or laws. The College and buyer agree to keep current with Purchasing policies and procedures, by regularly visiting the web site and attending training classes.
3. The College and Buyer agree to purchase goods or services available through the eStores MarketPlace as the preferred purchasing method. If there are questions whether the goods or services are under contract, the College agrees to verify with the iBuy website and/or the Purchasing Department.
4. The College and Buyer agree to retain all purchasing documents subject to applicable University record retention schedules for post audit review by Purchasing or auditors.
5. The College and Buyer agree that the following purchases require the additional approval of the individuals and areas noted below, and must be processed through the Purchasing department:
 - **Aircraft:** Assistant Vice President, Business Operations
 - **Auditing and Accounting Services:** Director, Internal Audit
 - **Charter:** Director of Purchasing, Receiving, Stores and Mail Services
 - **Construction and Renovation:** Assistant Vice President, University Architect and Manager of Construction and Renovation, Physical Facilities
 - **Equipment Leasing:** Treasurer, Office of University Treasurer
 - **Gas and Gas Cylinders:** Director of Stores
 - **Insurance:** Coordinator of Benefits Plan and Specifications, Human Resources
 - **Legal:** General Counsel, Legal Affairs
 - **Letterhead:** Director, University Marketing Communications
 - **Off-Campus Leased Space:** Director, Real Estate and Property Management
 - **Portable and Mobile Radio Equipment:** Assistant Vice President, University Public Safety
 - **Radioactive Material:** Environmental Health and Safety
 - **Satellite Dishes/Antennas:** Assistant Vice President, Facility Planning and Development
 - **Security Alarm Systems:** Assistant Vice President, University Public Safety
 - **Signage and Graphics:** Campus Graphic Coordinator, Facility Planning and Development
 - **Telecommunication Equipment and Services:** Director, UNITS
 - **Vehicles:** Director, Transportation and Parking Services
 - **Vending Services:** Vending Coordinator, Purchasing Department
 - **Weapons, Ammunition and Explosives:** Assistant Vice President, University Public Safety

6. The College agrees to be responsible for the on-line receipt of all capitalized equipment directly shipped to the College location.
7. The College agrees to notify all appropriate parties when a delegated buyer is no longer employed by the department or University, which automatically terminates this agreement.

Restrictions

The College and Buyer agree not to use their delegated purchasing authority for the following transactions:

- Travel or travel related services (except charters),
- Individual reimbursements,
- Payment to University faculty or staff for providing goods and/or services,
- Goods and/or services purchased in conjunction with sponsored research (OSURF) projects,
- Goods and/or services requiring special review/approval,
- Goods and/or services that require legal review and/or separate contractual documentation and university signature, including but not limited to: recurring payment obligations (e.g. leases), continuing rentals, equipment orders, software agreements and equipment maintenance agreements,
- Capital equipment purchased with multiple accounts, and
- Services for software or course development resulting in University ownership.

Web Site Resources

Purchasing Website: <http://purchasing.osu.edu>
 Controllers Website: <http://www.ctr.ohio-state.edu/>
 Ohio Ethics Commission: <http://www.ethics.ohio.gov/>
 Nat Assoc of Educ. Procurement (NAEP): <http://www.naepnet.org>

Acceptance of Responsibility

I have completed all training requirements, read and understand all applicable procurement policies and procedures, and I will comply with the requirements stated in this memorandum of understanding. Failure to comply with this memorandum of understanding may result in revocation of delegated buyer authority and responsibilities.

Print Organization Name and Number (or DNode)

Print Delegated Buyer Name OSU Internet Name (.#)

Authorized Delegated Buyer Signature Date

Chief Administrative Officer (approval) Date

College Senior Fiscal Officer (approval) Date

Director of Purchasing (approval) Date

OFFICE USE ONLY

Name of Training Coordinator: _____

Date MOU Received in Purchasing: _____