

MEMORANDUM OF DELEGATION

CONTRACT AUTHORITY

TO: John R. Clark III
Systems Support Specialist III
Iowa State University
Department of Psychology

Warren Madden as Vice President for Business and Finance has delegated to me as Assistant Vice President for Business Services the authority to sign certain contracts and purchase orders. He has also authorized me to further delegate that authority.

Subject to the authority retained by the Board of Regents and the limitations on the Vice President for Business and Finance's authority as set forth in ISU's Contracting Authority Policy (Non-Employment Related), I authorize you to accept the Registered Apple Developer Agreement offered by Apple, Inc.

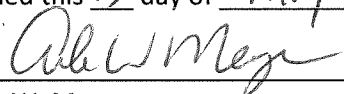
The account you establish through this process should be used only for activities that are on behalf of ISU. Accordingly, when you register with Apple you should elect to create an Apple ID rather than opting to use an existing ID that you may be using for activities that are not on behalf of ISU. Similarly, if you decide later to engage in activities that are not on behalf of ISU, you should establish a separate Apple ID for those activities.

You may use the account established through this process to create only those applications that have been approved by the Mobile Application Review Committee unless you have received written approval from me to use your account for accessing pre-release software for Mac Operating Systems. If you have received such approval, then you may use your account for both accessing Mac OS pre-release software and developing applications on Apple's iOS operating system that have been approved by the Mobile Application Review Committee. You may not use your account for developing Mac software or any other purpose without prior approval from the Mobile Application Review Committee.

You do not have authority to re-delegate this authority.

This delegation shall remain in effect so long as you are an employee of ISU.

Signed this 15th day of May, 2012



Arlo W. Meyer
Assistant Vice President for Business Services

Send copies of completed delegations to:
Office of University Counsel
Jim Twetten

RADA ACKNOWLEDGEMENT
APPLE iOS APPLICATION DEVELOPMENT SOFTWARE

In order to have access to certain materials from Apple to develop applications, Apple will require you to register with it and accept the terms and conditions of a Registered Apple Developer Agreement (“RADA”). Apple may treat this RADA as a contract with you personally rather than as a contract with Iowa State University. Accordingly, it is important that you read and understand the RADA in its entirety before agreeing to accept its terms. If you previously registered with Apple in order to access pre-release software for Mac Operating Systems on behalf of ISU, you will not have to re-register but the terms of the RADA will still apply to your development of applications using Apple materials.

The following are a few of the terms and conditions of the RADA of which you should be aware:

- Your Apple ID and password to login as a registered application developer cannot be shared with anyone. You are responsible for any activity that occurs on your account.
- You may use the materials provided by Apple only for authorized purposes. You must abide by intellectual property laws and Apple’s notices, license information and restrictions related to the materials, including the use of Apple’s trademarks and logos. You cannot decompile, reverse engineer, disassemble, or attempt to derive the source code of materials provided by Apple.
- You should not provide any confidential information to Apple. Apple reserves the right to use any information provided by you in any manner Apple thinks is appropriate.
- You may not disclose or disseminate Apple Confidential Information (as defined in the RADA) to anyone other than other Apple registered application developers working for Iowa State University.
- Apple provides no warranty that its materials will work or are free from viruses. If you are damaged by Apple, the largest monetary award you could receive from Apple is \$50.
- Any lawsuit between Apple and you has to be filed in California.
- Apple may unilaterally limit or terminate your participation as a Registered Apple Developer at any time.

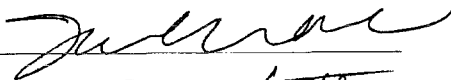
If you do not want to be contractually bound to the terms and conditions of the RADA, then you should not accept them. You will, however, be unable to access Apple application development materials.

The account you establish through this process should be used only for activities that are on behalf of ISU. Accordingly, when you register with Apple you should elect to create an Apple ID rather than opting to use an existing ID that you may be using for activities that are not on behalf of ISU. Similarly, if you decide later to engage in activities that are not on behalf of ISU, you should establish a separate Apple ID for those activities or services.

You may use the account established through this process to create only those applications that have been approved by the Mobile Application Review Committee unless you have received written approval from the Assistant Vice President for Business Services to use your account for accessing pre-release software for Mac Operating Systems. If you have received such approval, then you may use your account for both accessing Mac OS pre-release software and developing applications on Apple’s iOS operating system that have been approved by the Mobile Application Review Committee. You may not use your account for developing Mac software or any other purpose without prior approval from the Mobile Application Review Committee.

I acknowledge that I have read and understand the RADA and the foregoing information.

Name (Print): John Clark III

Name (Sign): 

Title: System Support III

Department: Psychology

Address: W105 CAGD

Date: 4-26-2012