MEMORANDUM OF DELEGATION CONTRACT AUTHORITY

TO: Duane Reeves

Assistant Vice President for Specialty Business Services & Cultural Arts

Pursuant to Iowa State University's Contracting Authority Policy, the President of Iowa State University has delegated to me as Senior Vice President for Operations and Finance authority to sign contracts on behalf of ISU except on matters for which the Board of Regents has retained authority. The Contracting Authority Policy also permits me to delegate my authority to others.

I authorize you to sign the following contracts on behalf of ISU with individuals and entities external to ISU:

- 1. Agreements for short-term or intermittent use of facilities managed by the units reporting to you ("SBSCA Units") using a template approved by the Office of University Counsel or a user-provided agreement approved by the Office of University Counsel;
- 2. Agreements for exhibits owned by others to be shown at SBSCA Units
- 3. Agreements for exhibits, art, and objects owned by ISU and managed by SBSCA Units to be loaned to others
- 4. Agreements for speakers, musicians, and others to speak or perform at events held by SBSCA Units using a template approved by the Office of University Counsel or a performer-provided agreement approved by Procurement Services;
- 5. Agreements with vendors to provide food for events held by SBSCA Units
- 6. Agreements to purchase merchandise that SBSCA Units will resell to others;
- 7. Agreements for advertising or marketing SBSCA Units;
- 8. Agreements for creating and distributing publications for SBSCA Units;
- 9. Agreements with the Iowa State University Foundation and donors for donations relating to SBSCA Units;
- 10. Agreements for the sponsorship of events and other items at SBSCA Units so long as you have consulted with the Procurement Services Department to ensure such sponsorship will not violate the terms of any exclusive arrangement with another party;
- 11. Agreements for SBSCA Units to participate in events held by others
- 12. Agreements to acquire and sell art and objects for University Museums
- 13. Agreements to abide by certain horticultural requirements and restrictions with respect to plants and other items provided by third parties to Reiman Gardens
- 14. Agreements of one year or less with an ISU affiliate allowing University Book Store to use space in the affiliate's facilities to sell merchandise
- 15. Agreements of 14 days or less with an external party allowing University Book Store to use space in the external party's facilities to sell merchandise

- 16. Agreements with Nebraska Book Company for University Book Store's use of Buyer's Advantage Dollars earned through Nebraska Book Company's operation of the UBS textbook buyback program.
- 17. Sanctions Warranty and Indemnity Letter required by DHL to deliver packages to sanctioned countries
- 18. Certificates of Origin and similar documents for ISU and Special School vehicles.
- 19. Documents indicating ISU and Special School vehicles are sold "AS IS" or without warranty.
- 20. Vehicle titles for ISU and Special Schools vehicles under the Regents Motor Vehicle Liability Pool.
- 21. Replacement title and other miscellaneous DOT forms associated with ISU and Special School vehicles.
- 22. Change Request Forms with Agile FleetCommander if the Change Request Form refers to a master agreement signed by the Procurement Services Department.
- 23. Contracts to provide printing and copy services to: other state board of regents institutions; affiliates of state board of regents institutions; federal, state, and local government entities; nonprofit organizations; entities established pursuant to Iowa Code chapter 28E; and student organizations, so long as you use a template approved by the Office of University Counsel or a client-provided agreement approved by the Office of University Counsel.

I further authorize you to re-delegate your authority to others in the units that report to you.

Your authority is limited as follows:

- 1. With respect to item 1 above, you may not sign any agreement for short-term use of ISU facilities that has a term longer than fourteen consecutive days or any agreement for intermittent use of ISU facilities that has a term longer than one year.
- 2. With respect to item 2 above, you may not sign any contract for acquiring art and objects where the acquisition is for purposes of complying with the Art on Campus Program.
- 3. If any agreement is related to an event that will be held on campus, you must ensure an event authorization request is submitted to the University Event Authorization System when required by university guidelines.
- 4. With respect to item 17 above, you may sign the Sanctions Warranty and Indemnity Letter only after (i) inspecting the contents of the package to ensure it matches the description given by the individual or department sending the package and (ii) obtaining approval from ISU's Office of Research Integrity. If DHL modifies the terms of the Sanctions Warranty and Indemnity Letter, you will submit the modified Sanctions Warranty and Indemnity Letter to the Office of University Counsel for review and approval before signing.
- 5. You may not sign an agreement with an ISU employee or any employee of the State of Iowa ("conflict of interest (COI) suppliers") that has a value of \$2,000 or more.

All contracts with COI suppliers must route through Procurement Services on a requisition prior to the beginning of services regardless of value.

6. You may not sign any contract that you have been instructed not to sign.

This delegation shall be effective retroactively as of the date of your appointment as Assistant Vice President for Specialty Business Services & Cultural Arts and shall remain in effect so long as you remain in your position as Assistant Vice President for Specialty Business Services & Cultural Arts, unless revoked sooner by the President of Iowa State University, by me, or by my successor.

Signed this _7th__ day of __ March__, 2022

Pamela Elliott Cain_____

Pamela Elliott Cain Senior Vice President for Operations and Finance

Send copy of completed delegation to the Office of University Counsel