




**OFFICE OF THE PRESIDENT**

**MEMORANDUM**

**To:** President's Cabinet members  
**From:** Dr. Darryll J. Pines, President   
**Date:** October 8, 2021  
**Re:** Delegation of Authority to Sign Contracts

The Annotated Code of Maryland Education Article Title 12 Section 109(e)(9) authorizes the President of the University of Maryland (“University”) to enter into contracts and cooperative agreements. In accordance with the President’s duty to promote the University’s development and efficiency, this memorandum sets forth the President’s approved delegations and sub-delegations of contract signature authority to various administrative officials for contracts signed on behalf of the University on or after the issuance of this memorandum.

The University does not recognize contracts signed by University employees or agents as binding on the University unless the employee who signed the contract has duly delegated signature authority. Employees who sign contracts purporting to bind the University without duly delegated authority may be subject to University disciplinary action, and may, depending on the circumstances, be personally exposed to civil liability and/or criminal fines and penalties.

Questions about which University official has duly delegated authority to sign a particular contract should be directed to the Office of General Counsel.

See Section IV below for Definitions and General Terms used throughout this memorandum.

**I. RESPONSIBILITIES OF DELEGATED OFFICIALS**

- A.** All delegations and authorized sub-delegations of signature authority in this memorandum are based on the expectation that the delegated official will ensure that all relevant considerations (e.g., academic, financial, legal, business) are addressed before the University commits to perform contractual obligations. Proposed contracts that create or have the potential to create significant risks or liabilities for the University must first be vetted with the appropriate University officials or units. It is the responsibility of the delegated official to establish and administer business processes, including prior consultation with or review by other officials whose responsibilities, authority or resources may be impacted by a proposed transaction, that effectively support the exercise of their delegated authority in the best interest of the University.

- B. Officials appointed in an interim or acting capacity may exercise the authority delegated in this memorandum during the duration of their interim or acting appointment.
- C. This memorandum applies to all documents that impose contractual obligations on the University irrespective of the title or designation of the document; “contracts,” “agreements,” “letter agreements,” “memoranda of understanding,” “procurements,” “purchase orders,” “non-disclosure agreements,” etc., are all subject to this memorandum. Unless otherwise specifically addressed herein, this memorandum does not apply to approvals required in the course of purely internal (i.e., intra-campus) business processes or transactions, including written understandings between campus units for the transfer of funds or provision of services. University officials who administer or participate in such internal processes or transactions are responsible for ensuring processes (including any internal approvals) comply with applicable laws, policies, practices, etc.
- D. In order to promote efficiency and consistency, contractual arrangements should be concluded through Standard Form Agreements when feasible. The Office of General Counsel shall maintain a library of available Standard Form Agreements for use by appropriate University units.
- E. The Office of General Counsel must approve any proposed amendments to the standard terms of a Standard Form Agreement before it may be signed. Delegations and sub-delegations of authority to sign a Standard Form Agreement do not include authority to make changes to the standard terms, other than business terms, of a Standard Form Agreement. For clarity, University units using a Standard Form Agreement are authorized to insert dates, prices, quantities, and other business terms, as appropriate to transactions for which they are responsible.
- F. Except as otherwise set out in this memorandum, the Office of General Counsel must review and approve for legal form and sufficiency any agreement drafted by a third party and proposed for signature on behalf of the University.

**II. GENERAL DELEGATIONS.** Subject to the specific delegations in Section III, the following individuals are authorized to execute all contracts and other legal documents on behalf of the University:

- A. Senior Vice President for Academic Affairs & Provost;
- B. Vice President and Chief Administrative Officer; and
- C. Assistant President/Chief of Staff.

**III. SPECIFIC DELEGATIONS.** [*NOTE: These specific delegations are listed alphabetically by subject matter, not by official, who may therefore have delegations in multiple sections.*] The following individuals are authorized to execute specific types of contracts and related documents on behalf of the University as noted:

**A. Academic Agreements.**

1. The Senior Vice President & Provost is authorized to sign agreements related to academic programs with domestic and international entities, including but not limited to the following:
  - (a) Institutional Affiliation and student/faculty exchange agreements, including internship agreements;
  - (b) Visiting researcher agreements, subject to consultation with the Division of Research;
  - (c) Faculty affiliation agreements, including master agreements;
  - (d) Institutional academic service and collaboration agreements, including master agreements;
  - (e) International agreements maintained by the Office of International Affairs;
  - (f) Academic course sponsorship agreements;
  - (g) Clinic agreements for clinics situated within academic units (but not for the University Health, Counseling or Career Centers, or other clinics within Student Affairs);
  - (h) Extension service agreements; and
  - (i) Federal and State governmental filings regarding delivery of instruction and financial aid.
2. The Senior Vice President & Provost is authorized to make sub-delegations related to Academic Contracts as specified in Exhibit A.

**B. Appointments, Compensation, and Other Personnel Actions.**

1. The Senior Vice President and Provost is authorized to sign contracts, compensation, separation, and other personnel actions for faculty.
2. The Senior Vice President and Provost and Vice Presidents are authorized to sign appointment contracts, compensation, separation and other personnel actions for exempt, non-exempt, contingent, and other staff within their respective divisions and may sub-delegate this authority to an Associate/Assistant Vice President within their division and/or the Assistant Vice President for University Human Resources and his/her designees. For such actions that involve personnel directly

reporting to a Vice President, the President's office must also approve. In addition to approval by the appropriate Vice President, personnel actions should also be reviewed by the Assistant Vice President for University Human Resources to assure compliance with University policies and State of Maryland requirements.

3. The Senior Vice President and Provost is authorized to make sub-delegations related to Appointments, Compensation, and Other Personnel Actions as specified in Exhibit A.
4. Vice Presidents are authorized to make sub-delegations related to Appointments, Compensation, and Other Personnel Actions within their Divisions to Division personnel with the requisite knowledge, judgment, and operational need to sign these documents. These sub-delegations must be in writing and included in the applicable Exhibit.
5. The authority of the Assistant Vice President for University Human Resources to act as authorized and specified under policies of the University and the University System of Maryland is expressly acknowledged. Nothing in this memorandum shall be interpreted to the contrary.

**C. Athletic Agreements.**

1. The Director of Intercollegiate Athletics is authorized to sign:
  - (a) Employment contracts for all coaches (other than head coaches for football, men's and women's basketball, which must also be signed by the President);
  - (b) Documents directly related to the scheduling of intercollegiate athletic events including contracts for hotel rooms and transportation services that are not required to be issued by Procurement and Strategic Sourcing;
  - (c) Sponsorship agreements; and
  - (d) Facility use licenses authorizing third parties to use facilities managed by Intercollegiate Athletics.

**D. Business- and Administrative-Related Agreements.**

1. The Vice President and Chief Administrative Officer, in consultation with the Vice President for Research (as applicable), is authorized to sign documents and agreements related to environmental and other regulatory permits and licenses for University facilities, where such authority is not delegated to the Vice President for Research.
2. The Vice President and Chief Administrative Officer is authorized to execute documents and agreements related to:

- (a) Federal and state governmental filings that do not specifically reference instruction or research, such as OSHA and Federal Communications Commission filings;
  - (b) Committing funds for decommissioning activities for NRC-issued licensed facilities;
  - (c) Emergency services agreements; and
  - (d) Agreements and documents related to the University of Maryland Police Department.
3. The Vice President and Chief Administrative Officer is authorized to make sub-delegations related to Business-related Agreements as specified in Exhibit B.

**E. Collective Bargaining Agreements.** Subject to any necessary approvals by the Board of Regents or other state officials, the Vice President and Chief Administrative Officer is authorized to sign collective bargaining agreements after consultation with the President's Office.

**F. Conference and Event-Related Agreements.**

1. Per *VI-4.10(A), University of Maryland Policy and Procedures for the Use of Facilities and Outdoor Spaces*, the Director of Conferences & Visitor Services is authorized to sign Standard Form Agreements for conferences and events ("Event Facility Use Agreements") with external entities that wish to license the facilities and services of the University for conferences and events.
2. Per *VI-4.10(A), University of Maryland Policy and Procedures for the Use of Facilities and Outdoor Spaces*, the directors of campus units referenced in Attachment A to Policy VI-4.10(A) are authorized to sign Standard Form Agreements related to the use of their facilities pursuant to a sub-delegation from Procurement (see Exhibit B).
3. The Vice President for Finance and Chief Financial Officer is authorized to sign conference sponsorship agreements for external entities that wish to sponsor a table or event at a conference organized or hosted by a University College or Program.
4. The State Ethics Commission has authorized the Vice President for Legal Affairs and General Counsel or his/her designee to sign Ethics and Compliance letters for University personnel attending conferences, summits, and symposia where the conference sponsor is covering or reimbursing personnel for the costs of travel

and lodging, so long as such coverage/reimbursement is permitted by State ethics law.

**G. Copyright Agreements Other Than Software.** Where copyright is held by the University for works other than software not covered in Section III.U, Technology Transfer Agreements:

1. The Dean of University Libraries is authorized to sign agreements for licensing University-owned copyrighted archival works (excluding software), including text, graphics, photographs, and similar copyrighted material; and
2. The Senior Vice President and Provost is authorized to execute agreements to license University MOOCS and non-archival University-owned copyrighted works (excluding software), including proceedings of conferences, University-sponsored journals, graphics, photographs, plays and musical compositions.

**H. Filming and Trademark Agreements.**

1. The Vice President for Marketing and Communications is authorized to sign agreements granting third parties permission to film on campus for movies, television shows, streaming programs, and similar media, and to use the name and trademarks of the University in movies, television shows and other visual media presentations whether or not they are filmed on campus.
2. The Vice President for Marketing and Communications is authorized to sign agreements for the commercial licensing of the name and trademarks of the University.
3. The Vice President for Marketing and Communications is authorized to make sub-delegations related to filming and trademark agreements as specified in Exhibit C.

**I. Finance-Related Agreements.**

1. The Vice President for Finance and Chief Financial Officer is authorized to sign documents and agreements related to:
  - (a) Treasury management agreements, including debt-related documents;
  - (b) Opening, closing, certifying, and managing depository and disbursement accounts;
  - (c) Payment of money drawn upon University depository and disbursement accounts;
  - (d) Collection agency agreements;

(e) Federal and State tax and financial documents; and

(f) Issuance and assignment of promissory notes.

2. The Vice President for Finance and Chief Financial Officer is authorized to make sub-delegations related to Financial Agreements as specified in Exhibit D.

**J. Gifts and Related Agreements.**

1. The Vice President for University Relations is authorized to sign documents, including bequests, trusts, trust distributions, planned gifts and similar documents (together “gifts”), related to the acceptance, declination and administration of gifts of various assets and to sign notifications, annual reports, certifications, statements, and other filings as may be required by the United States Government, the State of Maryland, or other government agencies. If any such gifts also require a commitment of University resources (e.g., use of space, employment commitments, academic program impacts, support for scholarships, etc.), the Senior Vice President & Provost must jointly sign the document.
2. The Dean of University Libraries and the Senior Vice President and Provost are authorized to jointly approve and must jointly sign incoming gift agreements for and assignments of rights in personal papers and copyrighted materials donated or transferred to the University for inclusion in the holdings of University Libraries.
3. The Vice President for University Relations is authorized to make sub-delegations related to Gifts as specified in Exhibit E.

**K. Health Center Agreements.** See Student Affairs Agreements.

**L. Immigration Documents.**

1. The Director of International Student & Scholar Services (“ISSS”), within the Office of International Affairs, is authorized to sign visa and other immigration-related documents for faculty, scholars, and students.
2. The Assistant Vice President for University Human Resources is authorized to sign visa and other immigration-related documents for staff.

**M. Information Technology Agreements.** The Vice President for Information Technology and Chief Information Officer has authority to sign contracts and certifications related to information technology that are not addressed elsewhere in this memorandum and is authorized to make sub-delegations related to contracts for information technology as specified in Exhibit F.

**N. Intellectual Property Agreements.** See Technology Transfer Agreements.

**O. Legal Documents.**

1. The Vice President for Legal Affairs and General Counsel must review and authorize all legal documents required for purposes of litigation or other legal proceedings and settlement agreements for the resolution of such proceedings, in which the University is represented by the Office of the Attorney General or an outside law firm.
2. The Vice President for Legal Affairs and General Counsel is authorized to sign:
  - (a) Agreements to retain outside counsel and legal consultants to advise the University on matters requiring specialized expertise and to engage persons to serve as administrative hearing officers;
  - (b) Agreements, applications and certifications in connection with the registration and maintenance of the trademarks and trademarks of the University; and
  - (c) Certifications required by federal agencies in connection with the receipt of federal funds and not addressed elsewhere in this Memorandum.

**P. Performing Arts Agreements.** See Conference & Event Related Agreements.

**Q. Procurement Agreements (Goods and Services).**

1. As authorized by University System of Maryland Policy VIII-3.00 *University of Maryland Procurement Policy and Procedures* and subject to applicable laws and policies, the Vice President and Chief Administrative Officer has authority to sign contracts to acquire, rent, purchase, or lease capital equipment, goods/supplies, services, maintenance, capital improvements, and architectural and engineering services where those contracts do not require Board of Regents or Board of Public Works approval.
2. The Assistant Vice President for Procurement and Strategic Sourcing is authorized to grant University departments delegated authority to make purchases up to \$5,000 per item acquired (including shipping costs) through use of the Purchasing Card and up to \$25,000 per item acquired (including shipping costs) through the use of Delegated Small Procurement Orders in accordance with applicable laws and policies. Purchasing Card transactions and purchases made with federally sponsored funds are restricted to the \$5,000 threshold.

The Assistant Vice President for Procurement and Strategic Sourcing may restrict, or revoke any such delegated authority on a case-by-case basis as circumstances warrant.



The delegated authority set forth in this Section III.Q.2. does not include:

- (a) The authority to purchase goods/supplies or subscribe to services with reoccurring charges in excess of \$25,000;
  - (b) The authority to purchase software, as a good/supply or a service; or
  - (c) The authority to accept contract terms and conditions, including those found in click-through purchase agreements, external invoices, and external purchase orders.
3. The Vice President and Chief Administrative Officer is authorized to make sub-delegations related to Contracts for the Procurement of Goods and Services as specified in Exhibit B.

**R. Real Estate Agreements (Acquisition, Disposition, Leasing, and Licensing of Real Property).**

1. Acting in accordance with USM Policy VIII-4.00, *Policy on Acquisition, Disposition, and Leasing of Real Property*, and the related procedures found in Sections 4.01 (the “USM Policies”), and except for those agreements covered by Section III.T of this memo (Student Affairs Agreements), the Vice President and Chief Administrative Officer is authorized to:
  - (a) Grant and sign temporary rights of entry without review and approval by the Board, the Chancellor, or the Office of Attorney General, provided that such rights of entry are subject to qualifications in Section III.G.2 of VIII-4.00 of the USM Policies;
2. Acting in accordance with the USM Policies, and except for those agreements covered by Section III.T of this memo (Student Affairs Agreements), the Vice President and Chief Administrative Officer is authorized to sign:
  - (a) Leases and licenses (including Facility Use Licenses) not requiring Board approval, along with related estoppel certificates and similar certificates and, if on a form approved by the Office of Attorney General, subordination, non-disturbance, and attornment agreements; and
  - (b) Agreements granting the University an option or right of first refusal to the extent provided for in Section III.F.2 of USM Policy VIII-4.00 and Section II.E of USM Policy VIII-4.01.
3. The Vice President and Chief Administrative Officer is authorized to make sub-delegations related to Contracts for the Procurement of Goods and Services as specified in Exhibit B.

**S. Research and Other Sponsored Agreements.**

1. The Vice President for Research is authorized to sign:
  - (a) Applications for export licenses and notices updating registrations and licenses with export control authorities of the United States Government;
  - (b) Any document requiring the signature of the University's Institutional Official ("IO"), as set forth in federal regulations, including but not limited to compliance with use of animals, use of human subjects, select agent, radiation safety, biosafety, and other regulations;
  - (c) The University's Radioactive Material License and related Radiation Protection Program ("RPP") documents;
  - (d) Waivers of provisions of the University's Intellectual Property Policy;
  - (e) Industry partnership, federal agency partnership, university partnership, or research consortium membership agreements; and
  - (f) Seed grant agreements that are not sponsored projects administered by the Office of Research Administration.
2. The Associate Vice President for Research Administration is authorized to sign documents related to the University's research and outreach enterprises, including but are not limited to:
  - (a) Proposals, awards, certifications, and assurances;
  - (b) Costing proposals and related documents (e.g., facilities and administrative cost rate proposals, employee benefits rate proposals, DS-2, and any resulting agreements based on those proposals); and
  - (c) Sponsored-required financial reports.
3. The Director of the Office of Research Administration is authorized to sign documents relating to sponsored activities that include but are not limited to:
  - (a) Sponsored agreements, including subcontracts and subawards;
  - (b) Proposal and award documents, including required certifications and assurances;

- (c) Confidentiality/non-disclosure agreements;
  - (d) Incoming material transfer agreements;
  - (e) Certifications and other documents required to be signed to maintain the University's ability to receive funds from governmental or other sources;
  - (f) Service and testing agreements through which a University unit uses University-owned intellectual property or equipment to provide a service or analysis to a third party;
  - (g) Master agreements with corporate sponsors;
  - (h) Inter-institutional cooperative agreements, with the Senior Vice President & Provost as co-signer;
  - (i) Agreements for the exchange of data, equipment, evaluation of software or technology for use in sponsored activities;
  - (j) Agreements for the Maryland Technology Enterprise Institute ("Mtech") and its programs, including but not limited to the Mtech Technology Advancement Program; and
  - (k) Agreements for research conducted under the Maryland Industrial Partnerships Program (MIPS).
4. The Director of the Office of Extended Studies is authorized to sign documents related to executive education/training where the sponsor is a private entity or state or local government, and the agreement does not flow through any federal government funds or federal government terms and conditions.
  5. The Vice President for Research, Associate Vice President for Research Administration, and Director of the Office of Research Administration are authorized to make sub-delegations related to Research Agreements as specified in Exhibit G.

**T. Student Affairs Agreements.**

1. The Vice President for Student Affairs is authorized to sign agreements related to the activities and operations of offices within the Division of Student Affairs for:
  - (a) Strategic initiatives with entities doing business with Student Affairs;

- (b) Conference and Visitor Services (*see also* Conference and Event-Related Agreements);
  - (c) Camps offered by third parties that use University facilities and/or services;
  - (d) University Health, Counseling, and Career Center services;
  - (e) Licenses and leases to use Stamp Student Union and other Student Affairs facilities, where such licenses and leases do not require Board approval;
  - (f) Services related to University Recreation and Wellness;
  - (g) Entertainment contracts;
  - (h) Liquor license documents;
  - (i) Dining services; and
  - (j) The University golf course, except for real estate transactions required to be signed by the Vice President and Chief Administrative Officer.
2. The Vice President for Student Affairs is authorized to make sub-delegations related to Student Affairs agreements as specified in Exhibit H.

**U. Technology Transfer Agreements.**

1. The Vice President for Research is authorized to sign contracts relating to the operation of the University's technology transfer program that include but are not limited to the following:
- (a) License agreements, option agreements, and assignments of University-owned intellectual property in the nature of inventions, software, copyright, and patents;
  - (b) Confidentiality/non-disclosure agreements in connection with negotiations with potential licenses of disclosed, University-owned intellectual property;
  - (c) Outgoing material transfer agreements and data use agreements related to disclosed, University-owned intellectual property;
  - (d) Joint invention agreements, intellectual property management plans, and other such agreements related to the management and disposition of University-owned intellectual property;

- (e) Documents required for prosecution and maintenance of University-owned intellectual property rights and to authorize outside patent counsel, who have been approved by the Office of General Counsel, to file documents related to the patenting of University-owned intellectual property;
  - (f) Documents associated with the acquisition and ownership of equity/securities through licensing; and
  - (g) Reports and filings required to be made to agencies of the United States and other sponsored research funders in order to comply with terms of the funding documents.
2. The Vice President for Research is authorized to make sub-delegations related to technology transfer agreements as specified in Exhibit G.

**V. Trademark Agreements.** See Filming and Trademark Agreements.

#### **IV. DEFINITIONS AND GENERAL TERMS**

- A. Contracts** are written agreements, hard copy or electronic, which obligates the University in some way to another person or organization. Contracts cover many subjects and come in various forms with different names, including but not limited to *memoranda of understanding (MOUs), affiliation agreements, collaborative agreements, leases, licenses, purchase orders, service agreements, software licenses* (including click-through agreements for apps and browser extensions), and *terms and conditions*.
- B. Event Facility Use Agreements** are written agreements that permit a non-University user, including private companies, to use University facilities for conferences and events-related purposes pursuant to University Policy VI-4.10(A), *University of Maryland Policy and Procedures for the Use of Facilities and Outdoor Spaces*.
- C. Facility Use Licenses** are written license agreements that permit a non-University user, including private companies, to use University facilities for research-related purposes pursuant to UMD Policy VIII-14.00(A), *Use of University Facilities by Non-University Users for Research-Related Activities*.
- D. Faculty Affiliation Agreements** are agreements of limited duration between the University and a faculty member from another entity (including but not limited to another educational institution, federal or state agency, etc.) that permit the external faculty member access to the University, its facilities, and its resources for appropriate purposes, including collaboration and teaching.

- E. Individual Affiliation Agreements** are agreements between the University and an external entity that agrees to provide a supervised training experience for a specific University student related to his or her field of study.
- F. Institutional Affiliation Agreements** are umbrella agreements between the University and another entity, typically an educational or research nonprofit entity, that agrees to provide research collaboration, faculty and/or student exchanges, and/or other training or academic experiences for University students and/or faculty related to their field of study.
- G. Jointly Sign** means an agreement must be signed by two authorized officials of the University. A single signature is not sufficient to bind the University.
- H. Discovery District Affiliates (formerly M-Square Research Park Affiliates)** are issued pursuant to University Policy VI-28.00(A), *Access to University Facilities, Resources, and Privileges by M-Square Research Park Affiliates* to tenants of the University's M-Square Research Park.
- I. Research Affiliation Status Agreements** are formal written agreements between the University's Division of Research and a non-University employee who is a US citizen to provide access to University facilities, resources, and privileges (e.g., library, University shuttle bus). Research Affiliation Agreements do not permit the Research Affiliate to use office or laboratory space. Non-US citizens may be eligible for Research Affiliate status with additional documentation.
- J. Signature** means an ink signature, a digital signature, or any other legally binding representation of a signature.
- K. Sponsored Agreements** are formal agreements with an external party that is sponsoring research, training, teaching, or another sponsored activity.
- L. Standard Form Agreements** are contract templates intended to be used for a particular type of transaction that have been approved as to legal form and sufficiency by the Office of General Counsel. See Section I.D. above for guidelines on the use of Standard Form Agreements.
- M. Sub-delegations** are subsequent delegations of signature authority. All authorized sub-delegations must be to personnel with the requisite knowledge, judgment, and operational need to sign agreements. All authorized sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record of all such written sub-delegations.
- N. Third Party Agreements** are agreements prepared by non-University parties. Except as otherwise set out in this memorandum, the Office of General Counsel must review

and approve for legal form and sufficiency any agreement drafted by a third party and proposed for signature on behalf of the University. For avoidance of doubt, the Office of General Counsel is not required to review Third Party Agreements related to research or procurement except at the request of the Division of Research or Department of Procurement & Business Services.

- O. University of Maryland Policies and Procedures** are policies and procedures prepared and implemented by the University, either on its own or at the direction of USM, available at <https://policies.umd.edu/all>.
- P. University System of Maryland (“USM”) Policies and Procedures** are policies and procedures prepared by USM and applicable to all USM institutions, available at <https://www.usmd.edu/regents/bylaws>.
- Q. Visiting Researcher/Visiting Scientist Agreements** are formal written agreements for non-paid appointments held by researchers/scientists from other universities or government agencies or industry who are visiting the University while on sabbatical or similar form of leave from their primary employer. Visiting Researchers who are not US citizens require an additional screening process.

## V. CONCLUSION

This memorandum supersedes all prior delegations of contractual signature authority, which are revoked on and after October 8, 2021. This memorandum does not affect Presidential or University delegations of other executive authority which are not subject of this memorandum.

Any questions about general or specific signature delegations should be directed to the Office of General Counsel.

The Vice President for Legal Affairs and General Counsel and the Assistant President/Chief of Staff are authorized to jointly revise this memorandum at any time.

**Exhibit A: Senior Vice President and Provost Sub-Delegations**

1. The Senior Vice President and Provost sub-delegates authority to:
  - (a) The Dean of the Graduate School to execute Individual Affiliation Agreements for graduate students, issued under an existing inter-institutional agreement.
  - (b) The Dean of each School or College, who may sub-delegate to the Chair of each Department, and Director of each Center and Institute pursuant to Paragraph 2, below, for Appointments, Compensation, and Other Personnel Actions in their respective unit(s). To assure compliance with University policies and State of Maryland requirements, personnel actions should also be reviewed by the Associate Vice President for Personnel and/or the Associate Provost for Faculty Affairs, as appropriate. Chairs and Directors may not further sub-delegate signature authority for Appointments, Compensation, and Other Personnel Actions.
  - (c) The Assistant Vice President for Finance and Personnel and the Associate Provost for Academic Planning and Programs for agreements related to clinics housed within an academic unit.
  - (d) The Director of the Export Compliance Office, to sign academic course sponsorship agreements.
2. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.



**Exhibit B: Vice President and Chief Administrative Officer Sub-Delegations**

NOTE: The Vice President and Chief Administrative Officer is not authorized to subdelegate signature authority for agreements described in Section III.R.1(a) related to real property.

1. The Vice President and Chief Administrative Officer sub-delegates authority to:
  - (a) The Assistant Vice President for Procurement and Strategic Sourcing for contracts for the procurement of goods and services.
  - (b) The Assistant Vice President for Human Resources for contracts and documents related to University Human Resources that are not covered elsewhere in this memo.
2. The Assistant Vice President for Procurement and Strategic Sourcing sub-delegates authority to:
  - (a) The Director of the Stamp Student Union for the following contracts in support of programs and operations at the Stamp:
    - (i) Arts and Learning Center Instructor Standard Form Contracts;
    - (ii) Cultural Events Standard Form Contracts; and
    - (iii) Vendor Standard Form Contracts.

*Note: Delegated signature authority for certain Stamp Student Union agreements are covered in Exhibit D.*
  - (b) The Director and Assistant Director of Conferences & Visitor Services to sign procurement contracts up to \$100,000 to support conference and meeting planning projects.
  - (c) The Executive Director of the Clarice Performing Arts Center to sign Standard Form Contracts in support of programs, events, and operations at the Clarice.
  - (d) The Senior Assistant Director for Productions and Operations at the School of Music for Standard Form Contracts for use of School of Music facilities.
  - (e) The Director, Assistant to the Director, Associate Director, and Business Services Specialists within the School of Theater, Dance, and Performance Studies to sign Standard Form Contracts for the use of the School's facilities.
  - (f) The Associate Vice President, Alumni & Donor Relations, to sign Standard Form Contracts in support of programs, events, and operations at the Samuel Riggs IV Alumni Center.
3. The Director of the Stamp Student Union sub-delegates authority to:

Delegation of Authority to Sign Contracts

October 8, 2021

Page 18

- (a) The Manager of Memorial Chapel to sign Standard Form Contracts in support of programs, events, and operations of the Chapel.
- 4. The Assistant Vice President for Human Resources sub-delegates authority to:
  - (a) The UHR EEO/AA Program Manager to sign visas and other immigration-related documents for University staff.
- 5. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.

**Exhibit C: Vice President for Marketing and Communications Sub-Delegations**

1. The Vice President for Marketing and Communications sub-delegates authority to:
  - (a) N/A
2. All sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.

**Exhibit D: Vice President for Finance and Chief Financial Officer Sub-Delegations**

1. The Vice President for Finance and Chief Financial Officer sub-delegates authority to:
  - (a) N/A
2. All sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.

**Exhibit E: Vice President for University Relations Sub-Delegations**

1. The Vice President for University Relations sub-delegates authority to:
  - (a) The Associate and Assistant Vice Presidents and the Director of Human Resources of University Relations for Appointments, Compensation and Other Personnel Actions. Personnel actions should also be reviewed by the Assistant Vice President for University Human Resources with University policies and State of Maryland requirements.
  - (b) The Associate Vice President for Finance and Operations for bequests, trusts, trust distributions, planned gifts and similar documents (together “gifts”), related to the acceptance, declination and administration of gifts of various assets and to sign notifications, annual reports, certifications, statements, and other filings as may be required by the United States Government, the State of Maryland, or other government agencies. If any such gifts also require a commitment of University resources (e.g., use of space, employment commitments, academic program impacts, support for scholarships, etc.), the Senior Vice President & Provost must jointly sign the document.

*Note: Delegated signature authority for certain Stamp Student Union agreements are covered in Exhibit B.*

2. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.

**Exhibit F: Vice President for Information Technology Sub-Delegations**

1. The Vice President for Information Technology and Chief Information Officer sub-delegates authority to:
  - (a) The Assistant Vice President and Executive Director of the Mid-Atlantic Crossroads (“MAX”) for contracts related to MAX operations that are not addressed elsewhere in this memorandum.
  - (b) The Chief Information Security Officer, for applicable information security certifications.
  - (c) The Director, Business Support Services, for appointments, compensation, and other personnel actions as set forth in Section III.B.
2. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.

**Exhibit G: Vice President for Research and Director of the Office of Research  
Administration Sub-Delegations**

1. The Vice President for Research sub-delegates authority to:
  - (a) The Export Compliance Officer (the University's Export Empowered Official per 22 CFR 120.25) to sign applications for export licenses, notices, and other communications (with the exception of updating registrations that are required to be signed by a "Senior Institutional Official") with export control authorities of the United States Government;
  - (b) The Associate Vice President for Research Administration for matters related to the University's research compliance obligations and committees (e.g., IACUC, IRB);
  - (c) The Associate Vice President for Innovation and Economic Development and Co-Director of UM Ventures, the Director of UM Ventures College Park, and the Associate Director of UM Ventures College Park, to sign technology transfer and related agreements, including patent applications and other patent-related documents, intellectual property licenses and related agreements, and TEDCO support letters and agreements;
  - (d) The Associate Vice President for Innovation and Economic Development and Co-Director of UM Ventures to sign seed grant agreements that are not sponsored projects and not administered by the Office of Research Administration; and
  - (e) The Radiation Safety Officer to sign the University's Radioactive Material License and related Radiation Protection Program ("RPP") documents.
2. The Associate Vice President for Research Administration sub-delegates authority to:
  - (a) The Director of Sponsored Programs Accounting and Compliance to sign documents related to cost accounting and financial compliance in support of the University's research enterprise.
3. The Director of the Office of Research Administration sub-delegates authority to:
  - (a) The Associate and Assistant Directors and contract administrators of the Office of Research Administration execute sponsored programs documents in accordance with individualized signature delegation letters.
  - (b) The Director of the Capital Wireless Information Net ("CapWIN") for Standard Form memoranda of agreement.
  - (c) The Director of the Maryland Fire and Rescue Institute ("MFRI") for Standard Form FireTec Services Memorandum of Understanding, and to the MFRI Deputy Director if the Director is unavailable.

- (d) The Director of the Maryland Neuroimaging Center for the Standard Form MNC Service Agreement.
- 4. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.



**Exhibit H: Vice President for Student Affairs Sub-Delegations**

1. The Vice President for Student Affairs sub-delegates authority to:
  - (a) The Director of the University Health Center for agreements related to Health Center operations.
  - (b) The Director of the Stamp for Food Court license agreements.
  - (c) The Director of Dining Services for the following Dining Services Agreements: Franchise agreements, marketing and media agreements, catering agreements, food delivery service and related mobile ordering agreements, and food card service agreements.
  - (d) The Sr. Associate Director for Dining Services for the following licenses and agreements: Health Department documents, including licenses and permits, liquor licenses and related documents and applications, farmers market agreements, and concession services agreements.
  - (e) The Director of Parent & Family Affairs and the Associate Director of the Stamp for cultural event contracts.

*Note: Delegated signature authority for certain Stamp Student Union agreements are covered in Exhibit B.*

2. All additional sub-delegations must be done in writing, with a copy provided simultaneously to the Vice President for Legal Affairs and General Counsel. The Office of General Counsel shall maintain a record for all such written sub-delegations.