

## **Delegations of Contract Signatory Authority from the Chancellor**

### **1. Chancellor's Authority**

North Carolina General Statutes §116-34(a) and Section 502A of *The Code of the Board of Governors of the University of North Carolina* grant to the Chancellor the authority to sign all contracts. This authority is retained and may be exercised notwithstanding delegations of authority to sign certain contracts to other administrative officers.

### **2. Chancellor's Delegations of Authority**

All of the Chancellor's delegations are made upon the condition that the designee shall sign no contract in which he or she has a personal interest. For purposes of these delegations, "personal interest" includes having an employment or contract relationship with an entity involved in the transaction. By way of example, the Dean of the Brody School of Medicine/CEO of University Health Systems of Eastern Carolina, Inc. d/b/a ECU Health does not have authority to sign contracts with any ECU Health entity on behalf of East Carolina University or any of its divisions.

All of the Chancellor's delegations are made upon the condition that the designee complies with the Office of University Counsel and Vice Chancellor for Administration and Finance's process and requirements for review and approval.

In advance of a temporary absence from campus, the Chancellor and direct delegates of authority from the Chancellor may designate by written memorandum (including an email) a University officer to serve as "Officer In Charge," who shall have authority in the person's stead and on his or her behalf, but subject to such limitations as the person shall establish, to sign any agreement in which the designee has no personal interest and that the person has authority to sign until expiration of the stated term of the written designation of "Officer In Charge" or until the person returns to campus, whichever occurs earlier. With respect to any person appointed Officer in Charge for the Chancellor, the person may exercise authority and sign agreements only after consultation with the Chancellor's Chief of Staff.

For the avoidance of doubt, the Chancellor's authority to sign appointment letters and contracts for Tier 1 Senior Academic and Administrative Officers ("SAAO") with respect to Deans in the Division of Academic Affairs is delegated to the Provost and Senior Vice Chancellor for Academic Affairs. The Chancellor's authority for all other Tier 1 Senior Academic and Administrative Officers ("SAAO"), including the Vice Chancellors, Director of Athletics, and Dean and Executive Dean of the Brody School of Medicine, is not delegated.

The Chancellor delegates signature authority to execute contracts as follows:

**2.1. Vice Chancellor for Administration and Finance** has authority to sign:

**2.1.1** Any and all contracts not delegated to another administrative officer;

**2.1.2** Any and all contracts for the purchase of goods and services, including without limitation architectural, engineering, and design services;

**2.1.3** Subject to statutory limitations, any and all contracts for construction and any amendments thereto, including without limitation field orders and change orders, and leases for acquisition or disposition of real property;

**2.1.4** U.S. Environmental Protection Agency, N.C. Department of Environment and Natural Resources, U.S. Occupational Safety and Health Agency, and NC Department of Labor consent order agreements for settlement of alleged regulatory violations that require payment of less than \$75,000.00, after the agreements are reviewed and approved as to form by the University Attorney;

**2.1.5** Appointment letters for employees in positions exempt from the State Human Resources Act (EHRA) assigned to the Division of Administration and Finance, excluding any SAAO tier I positions, and appointment letters for all persons hired to fill either positions subject to the State Human Resources Act (SHRA) in any division or Clinical Support Services (CSS) positions in the Brody School of Medicine;

**2.1.6** Upon providing advance notice to the Chancellor, contracts and memoranda of understanding/agreement with the City of Greenville and/or Pitt County for intergovernmental projects;

**2.1.7** With appropriate delegation of authority from the East Carolina University Endowment Board ("ECUEB"), contracts necessary or convenient for diligent management of the resources subject to oversight by the ECUEB;

**2.1.8** Powers of attorney related to shipment of materials, equipment, and any other products by or on behalf of East Carolina University;

**2.1.9** Facility use agreements;

**2.1.10** With respect to all aspects of the University other than the Brody School of Medicine, negotiated agreements, documents, certifications, and affidavits involving revenue (both payables and receivables) contracts, to include personal and/or professional services contracts for any physician, dentist, nurse, or any professional service that requires medical, dental, nursing, or other allied health professions training;

**2.1.11** With respect to all aspects of the University other than the Brody School of Medicine, agreements relating to access to and/or maintaining confidentiality and/or privacy of information, to include competitive health care information and patient records;

**2.1.12** Agreements with associated entities of ECU (as defined by UNC policy) such as the ECU Medical & Health Sciences Foundation, Inc.;

**2.1.13** Affiliation agreements and other contracts between ECU and Eastern Area Health Education Center; and

**2.1.14** Contracts with third-party financing companies for debt-financing or capital leases of major capital equipment.

**2.2** The **Provost and Senior Vice Chancellor for Academic Affairs** has authority to sign:

**2.2.1** Contracts related to accreditation, academic exchange agreements, and academic cooperative agreements, including but not limited to internship and affiliation agreements, clinical site agreements, and location agreements for volunteer service-learning opportunities, that do not involve purchases of goods or services by ECU and that are not sponsored programs;

**2.2.2** Appointment letters for all faculty;

**2.2.3** Appointment letters for employees in positions assigned to the Division of Academic Affairs, Chancellor's Division, or Brody School of Medicine who are exempt from the State Human Resources Act (EHRA).;

**2.2.4** All employees hired into postdoctoral scholar positions that are exempt from the State Human Resources Act (EHRA).;

**2.2.5** Contracts for the purchase of goods and services related to faculty, staff and student programs and student activities (such as travel, speakers, bands, and programs), including, but not limited to, consultants and external review services. ;

**2.2.6** Contracts, grants, cooperative agreements, confidentiality agreements (CDAs), and other proposal and award documents, related to agreements for educational, experimental, developmental, and research projects that qualify as sponsored programs, including clinical trial agreements and subagreements to other entities for the performance of activities related to a sponsored program. Sponsored programs are those that are separately financed in whole or in part by external agencies and are carried out under terms of agreements between the sponsoring agencies and the University;

**2.2.7** Agreements and documents necessary for the operation of the University technology transfer program, such as licenses, options, confidentiality agreements (CDAs), material transfer agreements (MTAs), and documents required by the U.S. Patent and Trademark Office;

**2.2.8** Upon prior notification and approval from the University Attorney, authority to engage the professional services of one or more attorneys to provide services related to patents and other matters involving intellectual property so long as the attorney/firm appears on the list of approved firms published by the University of North Carolina;

**2.2.9** Agreements for or relating to graduate assistantships. This authority may be exercised using a physical or electronic signature or through electronic approval within ECU's electronic personnel approval form (EPAF) system; and

**2.2.10** Affiliation agreements and other contracts between ECU and Eastern Area Health Education Center.

**2.3 The Dean and Executive Dean of the Brody School of Medicine have authority to sign:**

**2.3.1** Contracts related to the operation of the Brody School of Medicine, to include the following professional medical contractual services agreements:

a. The sale, delivery, purchase, or other acquisition of professional medical and/or other health care services and/or related supervision and/or instructional services by the Brody School of Medicine and/or its faculty practice plan to or from University Health Systems of Eastern Carolina, Inc. and/or any subsidiary thereof or entities having common ownership therewith, including without limitation, Pitt County Memorial Hospital, Inc., and UHS Physicians, Inc.; and

b. The sale, delivery, purchase, or other acquisition of professional medical and/or related health care services and/or related supervision and/or instructional services by the faculty practice plan of the Brody School of Medicine to or from non-ECU agencies other than University Health Systems of Eastern Carolina, Inc. and/or Pitt County Memorial Hospital, Inc. (e.g., nursing homes, hospitals, county health departments); and

**2.3.2** Appointment letters for clinical fixed-term faculty in the Brody School of Medicine and for non-faculty employees in positions in the Brody School of Medicine who are exempt from the State Human Resources Act (EHRA);

**2.3.3** Personal and/or professional services contracts for any physician, nurse, or any professional service in or from the Brody School of Medicine or its faculty physician practice that requires professional training and directly contributes to the well-being of an individual, including but not limited to medical research, medical directorships, health care supervision, and instruction;

**2.3.4** Agreements relating to access to and/or maintaining confidentiality and/or privacy of Brody School of Medicine information to include competitive health care information and patient records, whether within the Brody School of Medicine or some external agency or entity with which the Brody School of Medicine or the faculty practice plan desires to interact;

**2.3.5** Contracts and other documents, including certifications and affidavits, related to BSOM accreditation, academic exchange agreements and academic cooperative agreements, including but not limited to internship and affiliation agreements, clinical site agreements, and location agreements for volunteer service-learning opportunities, that do not involve purchases of goods or services by ECU and that are not sponsored programs;

**2.3.6** Contracts to be performed by Brody School of Medicine with University Health Systems of Eastern Carolina, Inc. and/or any subsidiary thereof or entities having common ownership therewith, including without limitation, Pitt County Memorial Hospital, Inc., and UHS Physicians,

Inc., including specifically but not limited to contractual documents necessary and convenient for the conveyance of any medical practices and assets associated therewith that are not critical to the function of the Brody School of Medicine in fulfillment of its mission, provided that the Vice Chancellor of Administration and Finance is informed about any such contracts and any such documents are within the authority of the Chancellor to execute and meet all legal and contractual responsibilities of the Brody School of Medicine, including but not limited to purchasing requirements;

**2.3.7** Intra-institutional agreements to be performed by the Brody School of Medicine and other divisions within ECU;

**2.3.8** Facility use agreements for short-term use (a period not to exceed ten days) of any facility managed by the Brody School of Medicine, including but not limited to facilities under the control of the faculty physician practice, provided that the Vice Chancellor of Administration and Finance has approved the terms of the agreement in writing;

**2.3.9** The purchase of professional medical or other health care services from physicians and other health care providers as independent contractors;

**2.3.10** Contracts with third party insurance payers, provided that any other approvals required by applicable policy or law in advance of execution of such contracts must be obtained prior to their being signed, such as contracts that require the approval of the ECU Board of Trustees (or a Committee of the ECU Board of Trustees);

**2.3.11** "Expense" contracts developed by ECU Materials Management on behalf of the Brody School of Medicine or ECU Physicians in compliance with any and all applicable purchasing and bidding requirements. Examples include:

- i. Requisitions for major capital equipment; and
- ii. Contracts for professional consulting services; and

**2.3.12** Any other negotiated agreements and documents related thereto, including but not limited to certifications and affidavits relating to compliance, to be performed by the Brody School of Medicine or with any public or private agency, entity or person involving revenue (both payables and receivables) contracts, preceptor contracts, agreements with accrediting agencies or entities, or clinical education affiliation agreements.

**2.4 The Vice Chancellor for University Advancement** has authority to sign:

**2.4.1** Contracts relating to development, fundraising, advertising, and marketing, including but not limited to any such agreement to be performed by the Division of Advancement and any gift agreements; and

**2.4.2** Employment contracts for employees hired into positions exempt from the State Human Resources Act (EHRA) assigned to the Division of Advancement, excluding any SAAO Tier I position.

**2.5** The **Vice Chancellor for Student Affairs** has authority to sign:

**2.5.1** Appointment letters for employees in positions assigned to the Division of Student Affairs that are exempt from the State Human Resources Act (EHRA), excluding any SAAO Tier I position.

**2.5.2** With the exception of facility use agreements or licenses, which are addressed in Sections 2.5.3 and 2.5.4 below, contracts related to those student programs and activities operated by Student Affairs, and contracts requiring resources and/or performance by Student Affairs, including but not limited to, contracts entered into by ECU Transit and Student Health Services; provided, however, all contracts with a value in excess of \$100,000 must be co-signed or receive prior written approval from the Vice Chancellor for Administration and Finance. Authority to sign contracts with a value of more than \$50,000 may not be further delegated by the Vice Chancellor for Student Affairs; except, however, such contracts may be signed in the absence of the Vice Chancellor for Student Affairs by a designated “Officer in Charge” as provided for in Section 2 above.

**2.5.3** Facility use agreements or licenses with a term not to exceed sixty (60) use days for Main Campus and Health Sciences Student Centers, Wright Auditorium, student residence halls, and any other facilities for which Student Affairs is assigned responsibility to supervise use, if the rental payment charged is less than \$50,000. Such use agreements or licenses with a term in excess of sixty (60) use days and those with a value equal to or greater than \$50,000 must be co-signed or receive prior written approval from the Vice Chancellor for Administration and Finance; and

**2.5.4** Facility use agreements or licenses for programs or activities of Student Affairs for use of facilities not owned by the State of North Carolina or allocated to the University for programs or activities of the Division of Student Affairs; and for which Student Affairs is not assigned responsibility to supervise use, for a term not to exceed thirty (30) use days if the value is equal to or greater than \$5,000.00. Such use agreements or licenses with a term in excess of thirty (30) use days and those with a value equal to or greater than \$5,000.00 must receive prior approval from the Director of Materials Management and Real Estate.

**2.5.5** Sponsorship agreements for Student Affairs program support with a value less than \$25,000, so long as no sponsor is selected before giving other potential sponsors notice and an opportunity to sponsor the program. Such sponsorship agreements with a value equal to or greater than \$25,000 must receive prior written approval from the Vice Chancellor for Administration and Finance.

**2.6** The **Director of Athletics** has authority to sign:

Contracts for contests involving ECU’s varsity sports teams, agreements regarding external departmental operations, including tickets, marketing, media relations, and appointment letters for departmental personnel exempt from the State Human Resources Act (EHRA) excluding head coaches with an appointment of more than one year and other agreements requiring resources

and/or performance by the Department of Athletics; provided, however, contracts with a term in excess of two years or a value in excess of \$200,000 must be co-signed or approved in writing prior to execution by the Vice Chancellor for Administration and Finance.

**2.7** The **General Counsel and Vice Chancellor for Legal Affairs** has authority to sign:

Subject to any approval of the Governor and/or UNC System Office when required by law, contracts for the engagement of outside legal counsel representing the University or any Associated Entity.

**2.8** The **Chief of Police** has authority to sign:

In accordance with North Carolina General Statutes §§160A-288, 90-95.2 and 116-40.5, mutual assistance agreements between law enforcement agencies, on condition that, prior to execution, the agreements are reviewed and approved by the Associate Vice Chancellor for Environmental Health and Campus Safety and approved as to form by the Office of University Counsel, through either specific review of a particular document or use of a standard pre-approved form.

**2.9** The **Associate Vice Chancellor for Academic Affairs Administration** has authority to sign employment contracts and routine personnel actions of a positive or non-controversial nature for employees assigned to the Chancellor's Division who are exempt from the State Human Resources Act (EHRA).