Procurement and Contracting: Code of Ethics

Policy Number:
IV.09.02

Reason for Policy:
This policy helps provide a framework to ensure ethical decision-making by UO employees with respect to purchasing, contracting and related matters.

Website Address for this Policy:
http://policies.uoregon.edu/vol-4-finance-administration-infrastructure/ch-9-purchasing-contracting/procurement-and-contracting

Responsible Office:
For questions about this policy, please contact the Office of the Vice President for Finance and Administration at (541) 346-2419 or contract@uoregon.edu
(mailto:contract@uoregon.edu).

Enactment & Revision History:

Policy (formerly known as OAR 580-61-0000) inherited as a UO policy on July 1, 2014. Technical amendments approved by the University Secretary on June 23, 2015.

OAR History: Stat. Auth.: ORS 351. Stats. Implemented: Hist.: OSSHE 5-2008(Temp), f. & cert. ef. 2-19-08 thru 8-16-08; OSSHE 9-2008, f. & cert. ef. 7-21-08; OUS 2-2013(Temp), f. & cert. ef. 4-10-13 thru 9-30-13

Policy:

(1) The following Code of Ethics will apply to University of Oregon employees in relation to procurement and contracting. Employees will:

(a) Give first consideration to the objectives and policies of the University of Oregon (UO);

(b) Strive to obtain the best value for expenditures;

(c) Fairly consider prospective Contractors insofar as state or federal statutes and UO policies require;

(d) Conduct business in an atmosphere of good faith;

(e) Demand honesty in representations made by prospective Contractors;

(f) Promote competition by encouraging the participation of Oregon businesses, emerging small and minority-owned and women-owned businesses, and Qualified Rehabilitation Facilities;

(g) Comply with the applicable provisions of ORS Chapter 244 and other applicable rules and policies on conflict of interest that may be more restrictive;

(h) Refrain from having financial interests incompatible with the impartial, objective, and
effective performance of duties. Activities that may create a conflict of interest must be addressed in accordance with the procedures outlined in the UO’s and other applicable rules and policies;

(i) Receive the written consent of the originator of proprietary ideas and designs before using them; and

(j) Foster fair, ethical, and legal trade practices.

(k) Execute the UO Conflict of Interest Statement before any person may participate in the evaluation or selection of a Contractor or vendor under a Formal Procurement process.

(l) On an annual basis, sign a statement that the employee has reviewed and will comply with the UO Procurement and Contracting Code of Ethics.

(2) This code is for the UO’s internal use only and creates no obligations enforceable by Contractors, Proposers, Bidders, or other parties doing business with the UO, nor may it be used by Contractors, Proposers, Bidders, or other parties doing business with the UO who are challenging actions taken by the UO or its officers, employees, or agents. This code may not be the only statement on ethics applicable to an employee.
Procurement Evaluation Committee Member
Declaration of No Conflict of Interest

Project Name: ___________________________ Date: ___________________________

Evaluator’s Name: ___________________________
(Please Print)

This is to clarify that I have no interest with a person, firm, corporation or other business entity that is competing for the above contract with the University of Oregon (UO). I have not participated, directly or indirectly, by committee or as a consultant, advisor, employee, officer, director, agent, trustee, or otherwise, in the development of a proposal for any business entity that is competing for the above contract. For purposes of this declaration, I understand “interest” to include any consideration or other thing of material economic value, including future consideration.

This is to also certify that I fully understand the confidential nature of the competitive procurement process and the obligation imposed by Oregon law upon UO to ensure a competitive process that not only operates in fair and equitable manner, but that appears to be fair as well. I agree, therefore, to maintain the confidences necessary to prevent unfair advantages to any bidder or contractor engaged in a competition for UO or UO client dollars and to further abide by all rules and prohibitions issued by UO as they relate to conflict of interest and confidentiality. I understand that threshold prohibitions include the discussion, evaluation, scoring, or status of any proposal(s), action(s) affecting any proposal(s), as well as the copying and/or dissemination of any portion of any proposal, or of any information designated by UO as confidential to any person, firm, corporation, or other business entity, at any time prior to, during or after the procurement process. I also understand that I may be disqualified from individual or group participation as an UO advisor if I conduct myself in any manner that would create even the appearance of bias or unfair advantage with, or on behalf of any competitive procurement contractor, potential contractor, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities, or otherwise.

________________________________________
Signature of Evaluation Committee Member
## UO Department Purchasing Profile
(For Internal Department Use)

### Department Information:
- **3rd Level Organization #:**
- **Organization Title:**
- **5th Level Organization #:**
- **Organization Title:**

### Function

#### Designated to Commit Department Funds
- Provides internal approval to proceed with department purchase
- Cannot enter into contracts

#### Contract for Goods or Trade Services
- **$5,000 (L1CA)**
  - Sign UO Purchase Order
  - Electronic approval of FIS P.O. or Verbal approval

#### Contract for Goods or Services
- **$5,000 - $25,000 (L2CA)**
  - Sign UO Purchase Order
  - Electronic approval of FIS P.O.
  - Sign UO PSC or FUA at any amount

### Additional Functions

#### Receive Good/Service
- Sign-off on receiving documents
- Match packing receipt to order

#### Process Invoice Payment
Verify for each purchase:
- Purchase document
- Receiving document
- Vendor Invoice

#### Approve Invoices
- Sign-off on vendor Invoice

#### Review and Sign-Off on Monthly Financial Statements for Department

<table>
<thead>
<tr>
<th>Function</th>
<th>Title/Authorized Positions (no names)</th>
<th>Approval Dollar Limit (If applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designated to Commit Department Funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract for Goods or Trade Services</td>
<td>Either PCS or Level 1 Authorized Contracting Authority</td>
<td></td>
</tr>
<tr>
<td>Contract for Goods or Services</td>
<td>Either PCS or Level 2 Authorized Contracting Authority</td>
<td></td>
</tr>
<tr>
<td>Receive Good/Service</td>
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<tr>
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<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
August 30, 2012

MEMORANDUM

TO: Executive Leadership Team, Deans and Directors

FROM: Jamie Moffitt, Vice President for Finance and Administration and CFO

RE: Delegation of Signature Authority

Please find below a listing of those positions with authority to approve and sign legal instruments on behalf of the University of Oregon (UO). This signature authority memorandum is being distributed under the Oregon University System (OUS) rules to designate Contract Officers for UO.

Pursuant to Oregon Administrative Rules 580-061-0020, the UO Vice President for Finance and Administration may authorize certain university officers and employees to execute contracts and other written instruments on behalf of the university, and these persons are hereby designated "Contract Officers." This memorandum sets forth those officers and employees who have signature authority with respect to such contracts and instruments. The authority is delegated authority and may be revoked or modified at any time. No further delegation of signature authority is permitted except as expressly allowed in this document or unless such further delegation is subsequently authorized by a separate memorandum signed by the Vice President for Finance and Administration. People in these positions should consult and coordinate with all appropriate UO units before signing contracts.

Legal instruments include such documents as agreements, contracts, memoranda of understanding, memorandum of agreement, letters of agreement, personal services contracts, purchase orders, procurement card authorizations, and any other document legally binding on or committing the resources of the university. You are responsible for ensuring that legal instruments are signed only by those with authority. If your position is not listed on this memorandum, you are not a designated Contract Officer and you do not have signature authority, except as set forth in the following paragraph.

In addition to the designation of Contract Officers in this memorandum, the following two departments may further delegate signature authority: (i) Purchasing & Contracting Services (PCS) may further delegate signature authority for certain approved templates up to $25,000; and (ii) Capital Construction may further delegate signature authority for facility minor repair and maintenance contracts valued at $25,000 and less.

Delegation of Signature Authority: 30 August 2012
If you have signature authority as a designated Contract Officer, or through the
delegation by PCS or Capital Construction, you must exercise due diligence in
reviewing and approving any legal instrument that you sign. The person
executing the legal instrument is responsible for ensuring compliance of the
instrument with applicable law and policy. The attached memorandum from
PCS provides guidance about due diligence. In addition, some basic questions
should be asked before signing a legal instrument: (1) to the best of your
knowledge does it comply with Oregon law; (2) does it comply with policies
such as but not limited to those about procurement, ethics, conflict of
interest, trademark and logos, and brand management; and (3) is the
transaction in the best interest of the university.

The OUS rules and UO’s Purchasing and Contracting policy require that all
UO employees routinely involved on an ongoing basis in making,
negotiating, or approving purchasing or contracting decisions must, on an
annual basis, sign a statement confirming that they will comply with the
OUS Code of Ethics. Also, UO employees who participate in the evaluation or
selection of a contractor or vendor under a formal procurement process must
also execute the OUS Procurement Evaluation Declaration. Please contact PCS
for additional information about these requirements.

If you have a question about the extent of the due diligence you need to
employ, please contact Purchasing & Contracting Services
(contract@uoregon.edu or 6-2419).

The delegated signature authorities listed in this document apply to the
particular position titles listed and may only be exercised by a person while
s/he is serving in such an identified position. Thus, the names of individuals
are listed for reference purposes only. The authorities conferred to a position
continue in effect unless and until modified by a superseding delegation.

The term "All Agreements and Instruments" as used in this document does
not include employment-related agreements.
<table>
<thead>
<tr>
<th>OFFICER OR EMPLOYEE</th>
<th>AGREEMENT OR INSTRUMENT</th>
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<tbody>
<tr>
<td>President (Michael Gottfredson)</td>
<td>All Agreements and Instruments (authority conferred per the President's employment contract and per ORS 352.004)</td>
</tr>
<tr>
<td>Vice President, Finance &amp; Administration (Jamie Moffitt) - Primary Approval Authority for all Agreements and Instruments</td>
<td>All Agreements and Instruments (authority conferred per OAR 580-061-0020)</td>
</tr>
<tr>
<td>Director, Purchasing and Contracting Services (Catherine Susman)</td>
<td>All Agreements and Instruments. May further delegate signature authority for Agreements &amp; Instruments valued at $25,000 and less</td>
</tr>
<tr>
<td>Director of Business Affairs and Controller (Kelly Wolf)</td>
<td>All Agreements and Instruments $2,000,000 and less</td>
</tr>
<tr>
<td>Assistant Vice President for Administration/Chief of Staff, Vice President for Finance &amp; Administration Office (Brian Smith)</td>
<td>All Agreements and Instruments $1,000,000 and less</td>
</tr>
<tr>
<td>Senior Contracts Manager, Purchasing and Contracting Services (Allie O'Connor)</td>
<td>All Agreements and Instruments $2,000,000 and less (except construction service agreements)</td>
</tr>
<tr>
<td>Purchasing Manager, Purchasing and Contracting Services (Deanne Lahaie-Noll)</td>
<td>All Agreements and Instruments $1,000,000 and less (except construction service agreements)</td>
</tr>
<tr>
<td>Contracts Manager, Purchasing and Contracting Services</td>
<td>All Agreements and Instruments $500,000 and less (except construction service agreements)</td>
</tr>
<tr>
<td>Senior Vice President &amp; Provost (Jim Bean)</td>
<td>Academic collaborative and consortium agreements ($100,000 and less); Student and Faculty Exchange Agreements ($100,000 and less); and International Programs Agreements ($100,000 and less)</td>
</tr>
<tr>
<td>Senior Vice Provost for Academic Affairs (Doug Blandy)</td>
<td>Academic collaborative and consortium agreements ($100,000 and less); Student and Faculty Exchange Agreements ($100,000 and less); and International Programs Agreements ($100,000 and less)</td>
</tr>
<tr>
<td>Assistant Vice President, Senior Vice President &amp; Provost Office (Margaret Mahoney)</td>
<td>Academic collaborative and consortium agreements ($100,000 and less); Student and Faculty Exchange Agreements ($100,000 and less); and International Programs Agreements ($100,000 and less)</td>
</tr>
<tr>
<td>Vice President, University Relations (Michael Redding)</td>
<td>Trademark Licenses &amp; Merchandising Agreements; Filming Agreements; Legal instruments for $500,000 or less that relate to public relations and communications related activities</td>
</tr>
</tbody>
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Delegation of Signature Authority: 30 August 2012.
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<tr>
<td>Director, Marketing and Brand Management (Matthew Dyste)</td>
<td>Trademark Licenses and Merchandising Agreements ($100,000 and less); Filming Agreements ($100,000 and less); Instruments related to the University of Oregon’s agreement with Disney Enterprises and the University’s related sub-licenses.</td>
</tr>
<tr>
<td>Vice President, University Development (Michael Andreasen)</td>
<td>Endowment and gift agreements (Vice President for Finance and Administration must also sign if agreement commits UO resources in excess of $1,000,000).</td>
</tr>
<tr>
<td>Vice President, Research Innovation &amp; Graduate Education (Kimberly Espy)</td>
<td>All proposals for research grants and contracts; all research grants, subgrants, subcontracts, and subawards, including modifications. This includes legal instruments governed by the FARs such as subcontracts for the performance of services by another higher education institution under a contract governed by the FARs but does not otherwise include instruments by which UO obtains, provides, or disposes of fixtures, equipment, goods or services, including professional services, even if used in the performance of a research grant, subcontract, or subaward. All consortium agreements for the conduct of research; all cooperative agreements for the conduct of research; all sponsored research agreements; all agreements to conduct research, provide research services, or services using UO research equipment; Technology Transfer instruments (including responses to requests for proposals): $1,000,000 and less.</td>
</tr>
<tr>
<td>Associate Vice President for Research Finance and Business Administration (Pat Jones)</td>
<td>All proposals for research grants and contracts; all research grants, subgrants, subcontracts, and subawards, including modifications. This includes legal instruments governed by the FARs such as subcontracts for the performance of services by another higher education institution under a contract governed by the FARs but does not otherwise include instruments by which UO obtains, provides, or disposes of fixtures, equipment, goods or services, including professional services, even if used in the performance of a</td>
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<td>research grant, subcontract, or subaward. All consortium agreements for the conduct of research; all cooperative agreements for the conduct of research; all sponsored research agreements; all agreements to conduct research, provide research services, or services using UO research equipment; Technology Transfer instruments (including responses to requests for proposals): $1,000,000 and less.</td>
</tr>
<tr>
<td>Assistant Vice President for Research (Moira Kiltie)</td>
<td>All proposals for research grants and contracts; all research grants, subgrants, subcontracts, and subawards, including modifications. This includes legal instruments governed by the FARs such as subcontracts for the performance of services by another higher education institution under a contract governed by the FARs but does not otherwise include instruments by which UO obtains, provides, or disposes of fixtures, equipment, goods or services, including professional services, even if used in the performance of a research grant, subcontract, or subaward. All consortium agreements for the conduct of research; all cooperative agreements for the conduct of research; all sponsored research agreements; all agreements to conduct research, provide research services, or services using UO research equipment.</td>
</tr>
<tr>
<td>Senior Associate Director, Pre-Award, Sponsored Projects Services (Analinda Camacho)</td>
<td>All proposals for research grants and contracts; research; research grants, subgrants, subcontracts, and subawards, including modifications ($500,000 and less). This includes legal instruments governed by the FARs such as subcontracts for the performance of services by another higher education institution under a contract governed by the FARs but does not otherwise include instruments by which UO obtains, provides, or disposes of fixtures, equipment, goods or services, including professional services, even if used in the performance of a research grant, subcontract, or subaward.</td>
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</tr>
<tr>
<td>Assistant Vice President, Innovation, Technology Transfer Services (Chuck Williams)</td>
<td>Sponsored research agreements ($500,000 and less). All agreements whereby the UO receives income for the performance of services from a third party.</td>
</tr>
<tr>
<td>General Counsel (Randy Geller); Associate General Counsel (John Salmon) - Secondary (Doug Park) - Secondary</td>
<td>Technology Transfer Instruments (When value not set: $500,000 and less anticipated consideration in the first five years of the instrument. When value set: $1,000,000 and less.) Technology Transfer Instruments include responses to requests for proposals. All data use agreements whereby the UO receives data from a third party. All non-disclosure agreements.</td>
</tr>
<tr>
<td>Director, Student Financial Aid (Jim Brooks); Associate Director, Student Financial Aid (Jim Gilmour); Assistant Director, Student Financial Aid/Scholarship Coordinator (Michelle Holdway)</td>
<td>All Instruments Related to Legal Services; Settlement Instruments; Conciliation Instruments; Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the University is or may become interested</td>
</tr>
<tr>
<td>Director of Athletics (Rob Mullens)</td>
<td>Game Contracts; Athletic Facility Use Agreements/Leases (Licenses); Revenue Sponsorship Agreements. Agreements between the University and the National Collegiate Athletic Association (the Vice President for Finance and Administration must also sign if the agreement commits UO resources in excess of $1,000,000). May further delegate this particular authority, or portions thereof, to employees of the University's Department of Athletics. If delegate this authority, must notify the Vice President for Finance and Administration contemporaneously with the delegation.</td>
</tr>
<tr>
<td>OFFICER OR EMPLOYEE</td>
<td>AGREEMENT OR INSTRUMENT</td>
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</tr>
<tr>
<td>Executive Senior Associate Athletic Director/Finance and Administration (Eric Roedl)</td>
<td>Game Contracts; Athletic Facility Use Agreements/Leases (Licenses); Revenue Sponsorship Agreements; Contracts for the Purchase of Goods and Services, including professional service contracts ($5 million and less); Intergovernmental Interagency Agreements</td>
</tr>
<tr>
<td>Senior Associate Athletic Director/CFO (Tom Larson)</td>
<td>Game Contracts.</td>
</tr>
<tr>
<td>Executive Senior Associate Athletic Director/Development (Jim Bartko)</td>
<td>Permit required reports, application and other related documentation associated with the University of Oregon NPDES Permit #102385</td>
</tr>
<tr>
<td>Senior Associate Athletic Director/Compliance &amp; Academic Services (Gary Gray);</td>
<td>Hold Harmless Agreements. Insurance claims settlements and releases valued at $5,000 and less. Authority to coordinate directly with third party insurance companies when a party damages UO property.</td>
</tr>
<tr>
<td>Senior Associate Athletic Director/Marketing &amp; Public Relations (Craig Pintens)</td>
<td>Construction instruments including Capital Construction agreements* ($250,000 and less); Capital Repair Project Instruments; EWEB Incentive Payment Instruments ($50,000 and less); Business Energy Tax Credit Instruments ($50,000 and less); permits required by environmental regulatory agencies</td>
</tr>
<tr>
<td>Senior Associate Athletic Director/SWA (Lisa Peterson)</td>
<td>Construction instruments including capital construction agreements* ($250,000 and less); Capital Repair Project Instruments; EWEB Incentive Payment Instruments ($50,000 and less); Business Energy Tax Credit Instruments ($50,000 and less); permits required by environmental regulatory agencies. May further delegate signature authority for facility</td>
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<td>---------------------------------------------------------</td>
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</tr>
<tr>
<td>Capital Construction Manager (Tom Shepard)</td>
<td>minor repair and maintenance contracts valued at $25,000 and less.</td>
</tr>
<tr>
<td>Utilities and Energy Project Manager (Jeff Madsen)</td>
<td>Construction instruments including capital construction agreements* ($250,000 and less); Capital Repair Project Instruments; EWEB Incentive Payment Instruments ($50,000 and less); Business Energy Tax Credit Instruments ($50,000 and less); permits required by environmental regulatory agencies.</td>
</tr>
<tr>
<td>Associate Vice President, Campus Planning and Real Estate (Chris Ramey)</td>
<td>EWEB Incentive Payment Instruments ($50,000 and less); Business Energy Tax Credit Instruments ($50,000 and less)</td>
</tr>
<tr>
<td></td>
<td>Instruments for engineering, architecture, planning, and design services ($100,000 and less); permits required by environmental regulatory agencies</td>
</tr>
</tbody>
</table>

*Capital Construction is defined as any construction or facility improvement that costs $500,000 and more and is not considered maintenance or repair.

OAR 580-061-0010(9) defines “Contract” means a contract for sale or other disposal, or a purchase, lease, rental, or other acquisition, by an institution of personal property, services, including personal or professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a Public Improvement. “Contract” does not include grants. “Contract” may also mean a purchase order, Price Agreement, or other Contract document in addition to an Institution’s Solicitation Document and the accepted portions of a Bid or Proposal.

**Research-Specific Definitions**

**Award:** Funds that have been obligated by a funding agency for a particular project.

**Consortium Agreement:** A binding contract formalizing the relationship of a group of collaborative investigators or institutions.

**Cooperative Agreement:** An award similar to a grant, but in which the sponsor’s staff may be actively involved in proposal preparation and anticipates having substantial involvement in research activities once the award has been made.

**Donation:** Transfer of equipment, money, goods, services, and property with or without
specifications as to its use.

Grant: A type of financial assistance awarded to an organization for the conduct of research or other program as specified in an approved proposal. A grant, as opposed to a cooperative agreement, is used whenever the awarding office anticipates no substantial programmatic involvement with the recipient during the performance of the activities. A grant is not a gift or donation.

Gift: Gifts and bequests are awards given with few or no conditions specified. Gifts may be provided to establish an endowment or to provide direct support for existing programs. Frequently, gifts are used to support developing programs for which other funding is not available. This unique flexibility, or lack of restrictions, makes gifts attractive sources of support. A gift or donation is not a grant.

Matching Grant: A grant that requires a specified portion of the cost of a supported item of equipment or project be obtained from other sources. The required match may be more or less than the amount of the grant.

Proposal: An application or request for funding that contains all information necessary to describe project plans, staff capabilities, and funds requested.

Sponsored Research: Sponsored research agreements are agreements between UO and a commercial entity in which UO receives funding or other consideration to support research in return for preferential access or rights to intellectual property deriving from the research results.

Sponsored Research Agreement: An agreement providing for sponsored research.

Subgrant, subcontract, or subaward: A legally binding agreement under the authority of, and consistent with, the terms and conditions of an award (a grant, contract, or cooperative agreement) that transfers a portion of the research or substantive effort of the prime award to another institution or organization. UO may provide funds or receive funds.

(3) Due Diligence Instructions

To: Authorized Signatories

From: Purchasing & Contracting Services

Date: August 30, 2012

RE: Due Diligence for Contract Review

As part of assuming delegated contracting authority, you are required to exercise due diligence in the review and approval of any agreement that you sign. Part of this due diligence is ensuring that the agreement is within the lawful authority of the University. Another part is recognizing that the University of Oregon may not agree to certain contract
provisions. Due diligence standards are derived from the Oregon Constitution, Oregon Revised Statues (ORS), and Oregon Administrative Rules (OAR) as well as Oregon University System and University of Oregon policies. The following is a summary of the due diligence analysis that must be undertaken prior to execution of an agreement or other instrument. This is not an exhaustive list and all persons exercising signature authority are expected to exercise sound professional judgment.

1. **Legal Authority to Acquire the Property or Perform the Agreement**: The University has only the authority granted by Oregon law. You must ensure that the acquisition of the property or the performance of the agreement is within the scope of the University's authority.

2. **Availability and Source of Funds**: You must ensure that sufficient funds are currently available and that the funds may lawfully be used for the intended purpose.

3. **Clear and Adequate Description of the Transaction**: You are responsible for ensuring that the services to be performed or the goods to be acquired are clearly and adequately described so that the agreement may be enforced should the need arise.

4. **Indemnity Clauses**: The University cannot agree to unlimited indemnification obligations. The following clause must be added to any indemnification or hold harmless clause:

   "Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300."

5. **Attorneys Fees**: Similar to indemnity, the University's authority to pay the attorneys' fees of another party is limited by Oregon law. The following clause must be added to any clause requiring payment of another party's attorneys' fees:

   "Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300."

6. **Interest Rates and Late Fees**: The university is limited in its ability to agree to rates of interest and late fees charged to the university due to late payment on contracts. The maximum rate the university may agree is two-thirds of one percent (2/3 of 1%) per month but not more than eight percent per annum. The following clause must be added to any clause imposing an interest rate or late fees due to late payments on contracts:

   "Subject to the limitations and conditions of OAR 580-061-0050."

7. **Governing Law**: The University should only rarely subject itself to the laws of any jurisdiction other than the State of Oregon. Additionally, the University should only rarely subject itself to the jurisdiction of any courts other than the state courts of Oregon.

8. **Alternative Dispute Resolution**: The University may engage in alternative forms of dispute resolution only under limited circumstances. An agreement to mediate a dispute is discouraged unless participation is optional. An agreement to arbitrate a
dispute is not permitted except under limited circumstances. If you are faced with a mediation or arbitration clause that does not make participation optional at the University’s discretion, you should consult with General Counsel.

9. Monetary Amount of the Contract: Agreements entered into by the University must have definite and unambiguous monetary terms. The maximum amount payable under the agreement and any renewal or extension should be clearly discernable by reference to the contract.

10. Term and Termination of the Contract: All agreements should provide for a specific and unambiguous start and term and generally should include a set end date. Additionally, the contract should clearly and unambiguously define all conditions which would constitute a termination of the contract and a mechanism for terminating the contract.

11. Control of Defense or Prosecution: The University generally should not allow another party to control the defense or prosecution of the University’s legal rights in any dispute. If you are faced with such a clause, you should consult with General Counsel.

12. Insurance Requirements: Many contracts should require the other party to carry appropriate insurance coverage. A determination of the required coverages is part of a risk analysis. Any questions or concerns regarding insurance should be addressed to Risk Management.


14. Disclosure of Information: As a public agency the University of Oregon is subject to Oregon public records law. Therefore, all non-disclosure and confidentiality agreements are subject to the requirements of Oregon public records law. Also, the university is required by law to maintain the confidentiality of student information and student records. See Oregon Administrative Rules 571-020.

15. Student Information: Any student information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

16. Records Retention: By law, all records (paper and electronic) are required to be maintained for a certain period of time according to a schedule established by the Oregon Secretary of State Archives Division. In general, all records including procurement records related to University of Oregon contracts are subject to a retention period of 6 years. However, some records may require longer or shorter retention periods. For specific retention requirements see Oregon Administrative Rules 166-475.
MEMORANDUM  
January 17, 2012  

TO:  University Leadership and Contract Officers  
FROM:  Randy Geller, General Counsel  
RE:  Changes to Contracting due to SB 242  

SB 242, which took effect on January 1, 2012, exempts the Oregon University System from ORS 291.047 (legal sufficiency review of agreements), ORS 190.430 (legal review of agreements with public agencies in other states), and ORS 190.490 (legal review of agreements with other nations or agencies of other nations). In place of these statutes, the Board of Higher Education has adopted a new policy entitled "Legal Review of Agreements and Documents," which is attached. The intent of the policy is to narrow the number and type of agreements that require legal review and to take a reasonable and relatively simple risk-conscious approach to the required legal review agreements.

Key provisions of the policy are as follows:

- When the policy is applicable, it requires only the drafting or review of an agreement by an authorized attorney. Currently, the only authorized attorneys are those in the Office of the General Counsel.

- "Approval" of an agreement by an attorney is not required and will not be provided by the drafting or reviewing attorney. Rather, attorneys are evaluating legal risk, confirming compliance with applicable law, and providing advice. "Legal sufficiency approval" will no longer be given by the Office of the General Counsel, and an attorney's review or drafting of an agreement does not constitute authorization to execute the agreement.

- Any agreement subject to legal review under the policy must include evidence of such review, such as an attorney's signature or communication from the attorney attached to the agreement. Typically, the Office of the General Counsel will provide evidence of review in the form of an email.
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January 17, 2012  
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- You should refer to the policy for a complete articulation of the agreements subject to legal review. However, the policy includes a requirement of legal review for the following:

1. Any agreement with a value in excess of $250,000:

   (a) which includes the development of software or acquisition of software not "off-the-shelf;" or

   (b) which includes a foreign entity (public or private) or an Indian tribe as a party; or

   (c) under which the University provides services; or

   (d) under which the University provides tangible or intangible personal property or the right to use tangible or intangible personal property.

2. Employment agreements or notices of appointments with:

   (a) the President, Vice Presidents, Provost, Vice Provosts, Athletic Director, Head Coaches, or any other employee with an annual salary in excess of $300,000; or

   (b) a term of three years or longer, except for tenured faculty.

3. Any settlement agreement or release of claims, regardless of value.

4. Any agreement under which the University takes equity in a company to which the University provides services, tangible or intangible property, or the right to use tangible or intangible property, regardless of value.

5. Any faculty or student exchange agreement under which the University will pay or receive money or property, regardless of the amount of money or nature of the property.

6. Any solicitation documents for a competitive procurement that will result in a contract or agreement subject to the Board policy.

7. Any agreement for the purchase or sale of real property or improvements to real property, or by which an easement other than a utility easement is granted or received.
8. Any agreement and any docket materials related to the agreement or other document submitted to the Board of Higher Education for approval or signature.

As you can see, there are several noteworthy changes from the legal sufficiency review rules under which OUS formerly operated:

- An agreement by which the University makes a purchase is generally exempt.
- An agreement by which the University acquires a service, whether professional or otherwise, is generally exempt.
- An agreement to lease real property is generally exempt, whether the University is the lessor or lessee.
- An agreement by which the University grants or receives the right to use real property is generally exempt.
- An agreement by which the University receives construction-related services is generally exempt.

There are a number of other issues of which you should be aware:

- The policy allows the University to develop a process by which to exempt categories of agreements from legal review or make additional agreements subject to legal review. I intend to develop a simple process immediately and make it available for review by the University leadership.
- Each institution is encouraged to develop a catch-all provision. Whether to do so should be discussed by the University leadership.
- The policy does not alter the procurement rules, any other rules or policies, or the requirement that each agreement be executed by an authorized signatory.
- Legal advice should be obtained as needed and not solely when required.
- An amendment to an agreement is subject to review if it would be covered by the policy as a stand-alone agreement.
- An agreement's predominant purpose determines its category for review purposes.
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- The value of an agreement is equal to the money (in U.S. dollars) to be received or
  paid by the University over the term of the agreement.

I am sure that other issues will arise as we begin to implement this policy. I am committed
to resolving them as quickly as possible and in a way that streamlines transactions to the
extent possible. Please submit any questions to gcounsel@uoregon.edu.

Attachment
SECTION: Finance and Administration
TITLE: Internal Management Directive on Legal Review of Agreements and Documents
NUMBER: XX.XX
EFFECTIVE DATE: January 1, 2012

POLICY/PURPOSE:

Senate Bill 242 (2011), among other provisions, exempts the State Board of Higher Education and the Oregon University System from specific requirements of ORS Chapter 291, as applicable, otherwise known as "legal sufficiency" review. Notwithstanding this exemption, in order to ensure, to the extent practicable, a reasonable risk-conscious approach to agreements, transactions, relationships, and materials involving the Board, the Chancellor's Office or any OUS Institution, this IMD outlines when review or input from authorized legal counsel is required.

AUTHORITY/CROSS-REFERENCES:

Senate Bill 242 (2011), including ORS Chapter 351 and its amendments
OAR Chapter 580

PRINCIPLES/GUIDELINES/PROCEDURES:

(A) Legal Review

(1) The following agreements or documents are required to be drafted or reviewed by an attorney authorized to provide legal services to the Board, Chancellor's Office, or OUS institution, as applicable. Pursuant to this IMD, attorneys authorized to provide legal services to the Board, Chancellor's Office, or OUS Institutions are reviewing or drafting the following agreements in order to evaluate legal risk and to confirm compliance with applicable federal or state laws, including constitutional provisions, statutes, administrative rules, or regulations.

(a) Any agreement for the purchase or sale of real property or the purchase or sale of improvements to real property;

(b) Employment agreements or notices of appointments with the Chancellor, Vice Chancellors, Presidents, Vice Presidents, Provosts, Vice Provosts, Athletic Directors, Head Coaches, or any other employee with an annual salary in excess of $300,000;

(c) Employment agreements with other than tenured faculty for a term of three years or longer;

(d) Any agreement with a value in excess of $250,000:

(i) which includes the development of software or acquisition of software not "off-the-shelf"; or

(ii) which includes a foreign entity, public or private, or an Indian tribe as a party; or

(iii) under which the Board, Chancellor's Office, or OUS institution provides services; or

(iv) under which the Board, Chancellor's Office, or OUS Institution provides tangible or intangible property or the right to use tangible or intangible property.

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(e) Any agreement under which the Board, Chancellor's Office or OUS institution takes equity in a company in which the Board, Chancellor's Office, or institution provides services, tangible or intangible property, or the right to use tangible or intangible property;

(f) Any settlement agreement or release of claims;

(g) Any faculty or student exchange agreement under which an institution will pay or receive money or property;

(h) Any docket materials from an OUS institution on a matter submitted to the Office of the State Board for Board action. The OUS general counsel will review docket materials for the Chancellor's Office and the docket in its entirety for the Board Secretary and Chancellor;

(i) Any non-utility easement; and

(j) Any solicitation documents for a competitive procurement that will result in a contract or agreement subject to this IMD.

(2) The legal review required by this IMD may be accomplished, for applicable transactions, by form or template agreements drafted by an attorney authorized to provide legal services to the Board, Chancellor's Office or OUS institution, as applicable, and made available to the relevant department or personnel in the Chancellor's Office or OUS institution.

(3) The Chancellor's Office or OUS institution may develop an internal process in order to exempt categories or sub-categories included in this IMD from legal review or to add categories or sub-categories to the list for legal review for the Chancellor's Office or OUS institution, as appropriate. The process should identify how legal risk, notwithstanding an exemption, will be reasonably managed. The Chancellor's Office or OUS institution may not exempt a category or sub-category from this list until the process document is on file with the OUS Vice Chancellor for Finance and Administration or designee. Once a process document is in place and filed with the OUS Vice Chancellor for Finance and Administration or designee, the Chancellor's Office or OUS institution will file any and all exemptions or additions to the list, applicable to the Chancellor's Office or OUS institution, with the OUS Vice Chancellor for Finance and Administration or designee.

(4) The Chancellor's Office and OUS institutions are encouraged, pursuant to the internal process developed to exempt or add categories or sub-categories to this list at section (A)(3) of the IMD, to consider and implement appropriate "catch-all" provisions to the list, cognizant of expertise and personnel at the Chancellor's Office or OUS institution, as applicable.

(5) Each in-house attorney authorized to provide legal advice and services to the Board, the Chancellor's Office, or OUS institution, as applicable, will maintain a log of each agreement or document reviewed or drafted pursuant to this IMD.

(6) The applicable in-house legal services office, whether for the Chancellor's Office or OUS institution is responsible for compiling a log of each agreement or document reviewed or drafted by outside counsel pursuant to this IMD.

(7) Any agreement or document subject to legal review under this IMD must include evidence of such review, such as the attorney's signature or communication from the attorney attached to the agreement or document. For instances in which the Board, Chancellor's Office, or OUS Institution
is using a form or template agreement as contemplated by Section (A)(2) of this IMD, notation or reference to the form or template drafted by the attorney is sufficient for this section.

(8) Nothing in this IMD removes or alters other requirements for the proper execution of an agreement or document, such as signature by an authorized contracting authority or compliance with procurement rules, policies or procedures, or other Board policies and requirements.

(9) Notwithstanding the list of agreements and documents included in this IMD, employees are encouraged to approach agreements and documents from a risk-conscious perspective and seek out legal review and advice proactively. Nothing in this IMD prevents or should discourage legal review of agreements or documents not included in Section (A)(1)(a)-(i).

(B) Review

This IMD will be reviewed by OJS attorneys, contracting officers, and other relevant stakeholders annually for amendment or revision, with specific care to consider how risk is managed by the inclusion, or exclusion, of particular categories or sub-categories.

(C) Document History

Approved by the Board's Finance and Administration Committee, Date.

Legal Review IMD CLEAN FINAL DRAFT (S) 111027.doc
University of Oregon
Process for Making Exemptions from and Additions
to OUS Policy _____ (Jan. 1, 2012)

Oregon University System Policy _____ (Jan. 1, 2012) now governs when an institutional agreement must be reviewed by counsel, and specifies which such agreements must be reviewed. OUS Policy _____ also authorizes individual institutions to create a process for recognizing exemptions from the legal review requirements for categories or sub-categories of agreements, as well as a process to add additional categories of agreements to the list of those for which review is required. The process specified below will be used by the University of Oregon to determine when such exemptions or additions will be made.

A. Requests for Exemption

1. Request Submission

Any member of the Executive Leadership Team (ELT) may request exemption from review of a category or sub-category of agreement by submitting that request to the General Counsel, in writing. The request may be sent as an email or email attachment.

2. Request Content

Each request must contain the following information:

   a. A description of the category or sub-category of agreement for which exemption is sought;
   b. The rationale supporting the request for exemption;
   c. An explanation of how legal risk will be minimized in the absence of legal review by the General Counsel’s office;
   d. A description of the personnel who will be responsible for review and approval of the agreements, including work experience, educational qualifications and applicable training; and
   e. Any other material which supports granting an exemption from legal review.

3. Evaluation of Requests for Exemption

The Office of General Counsel will evaluate each request for exemption using the criteria set forth below. Use of these criteria to evaluate the request is designed to ensure that legal risk will be reasonably managed, notwithstanding the grant of an exemption.

   a. The nature of the agreements, including: the complexity of the agreements; whether the agreements tend to be repeated and routine, or varying; and the inherent legal risk associated with that type of agreement;
   b. The expertise and experience of personnel who will be responsible for reviewing and approving the agreements;
   c. The extent to which such agreements have in the past created liability for the University;
   d. The likelihood that such agreements may create liability for the University in the future;
e. Whether past legal reviews of similar agreements have resulted in significant changes necessary to manage legal risk;
f. Whether the Requesting Department has agreed to consult with General Counsel as necessary;
g. Any other fact relevant to whether exemption from legal review can occur consistent with the principle of reasonably managing legal risk.

B. Requests for Additions

1. Request Submission

A request to add a category or sub-category of agreement to the list of those for which legal review is required may be submitted by any member of ELT. The request is made by submitting it to the General Counsel, in writing. The request may be sent as an email or an email attachment.

2. Request Content

Each request must contain the following information:

a. A description of the category or sub-category of agreement to be added;
b. An explanation of the rationale supporting the request for addition;
c. An explanation of how legal risk is being created by the absence of legal review;
d. A description of the personnel responsible for review including work experience, educational qualifications and applicable training; and
e. Any other material related to the perceived need for an addition.

3. Evaluation of Requests for Additions

The Office of General Counsel will evaluate each request for an addition using the following criteria:

a. The nature of the agreements, including: the complexity of the agreements; whether the agreements tend to be repeated or routine or varying; and the inherent legal risk associated with that type of agreement;
b. The expertise and experience of personnel in the Requesting Department currently responsible for entering into the agreements, including: their experience working with such agreements; any training they have received with respect to such agreements, in particular training on managing legal risk;
c. The extent to which such agreements have in the past created liability for the University;
d. The likelihood that such agreements may create liability for the University in the future; and
e. Any other fact relevant to whether the addition of legal review is necessary in order to reasonably manage legal risk.

C. Approval or Disapproval of Requests

The Office of the General Counsel will provide an evaluation of the request to the Vice President for Finance and Administration for a decision. If the recommendation is approved, the Vice President
for Finance and Administration will file the exemption or addition with the OUS Vice Chancellor for Finance and Administration or designee.
Clarification of UO Legal Review
Document #1: 21 June 2012

The following contracts processed by UO Sponsored Projects Services (SPS) are exempted from legal review, as long as they provide for instruction or research, regardless of monetary value:

- Federal Grant Agreements. These are agreements by which federal agencies grant funds to UO so that UO may undertake research or other work that has been defined by the federal agency but in which the federal agency will not take a substantial role. This exemption applies as long as the only parties to the grant agreement are UO, a federal agency, and other universities or public entities.

- Federal Cooperative Agreements. These are agreements by which federal agencies provide funds to UO so that UO may undertake research or other work that has been defined by the federal agency but in which the federal agency will take a substantial role. This exemption applies as long as the only parties to the cooperative agreement are UO and a federal agency.

- Agreements with Oregon Public Entities. These are agreements in which all of the parties are Oregon public entities.

- Sub-awards from Federal Grants. These are agreements governing sub-awards made by or to UO. All other parties must be universities or public entities.

- Data-use and Data-sharing Agreements. These are agreements by which UO grants or acquires a right to use or share existing data that is useful in research.

- Non-disclosure Agreements. These are agreements by which UO or another party agrees to maintain the confidentiality of certain information.

The following contracts are not exempted from the legal review requirement and so continue to require such review:

- Federal Contracts. These are agreements that are subject to the Federal Acquisition Regulations or the contracting regulations of the relevant federal agency. UO tends to see relatively few of these agreements, and one created significant exposure in the past.

- Agreements with Foreign Public or Private Entities. These agreements may involve complex federal regulations such as the Export Administration Regulations and the International Traffic in Arms Regulations, as well as regulations governing the international transit of flora, fauna, artifacts, and other regulated materials. These agreements may also involve the transfer of large sums of money, which implicates federal treasury, banking, and money laundering regulations. The requirement of legal review applies only when the agreement has a value in excess of
$250,000.

- Agreements with Indian Tribes. These are agreements with federally recognized Indian tribes located in the U.S. Such tribes are treated for contracting and legal purposes as a sovereign entity, and the review of these agreements often requires specialized knowledge and expertise. The requirement of legal review applies only when the agreement has a value in excess of $250,000.

- Contracts with and awards from for-profit or non-profit companies or foundations (other than universities) for research activities. In the past, these agreements have created considerable legal issues around intellectual property. Generally, the requirement of legal review applies only when the agreement has a value in excess of $250,000.

It is expected that Sponsored Projects Services will continue to consult with the Office of the General Counsel as appropriate.
CONTRACTING AUTHORITY CHEAT SHEET

Level 1 Contract Authority (less than or equal to $5,000)

INCLUDED in Level 1 Contracting Authority:
- Purchase Goods & Trade Services with value of less than or equal to $5,000
  - Using a UO Purchase Order less than or equal to $5,000.
  - Using invoices less than or equal to $5,000
  - Banquet Event Orders under existing PCS approved contract

NOT INCLUDED in Level 1 Contracting Authority:
- Any purchase over $5,000
- Purchase Orders over $5,000
- Any Personal Service Contracts at any value
- Any vendor contracts, invoices, estimates, order forms, or quotes at any $ amount
- Any changes to the UO Purchase Order Template
- Any purchase subject to legal review
- Any contract with a current or former UO employee, including student employees

Level 2 Contracting Authority (less than or equal to $25,000)

INCLUDED in Level 2 Contracting Authority:
- Purchase goods, trade services and personal services less than or equal to $25,000
- Using specific UO templates:
  - Purchase Order using UO Terms & Conditions
  - Personal Service Contracts using UO Terms & Conditions
  - Facility Use Agreements
  - Incoming Property Loan Agreements
  - Banquet Event Orders under existing PCS approved contract

NOT INCLUDED in Level 2 Contracting Authority:
- Specific UO templates over $25,000
  - Purchase Order
  - Personal Service Contracts
  - Facility Use Agreement
  - Incoming Property Loans
- Any vendor contracts, invoices, estimates, order forms, or quotes at any $ amount
- Any changes to the UO templates
- Any contract (including UO templates) subject to legal review
- Any UO custom contracts
- Any contract with a current or former UO employee, including student employees
- Any contract where services will be provided by an individual in a foreign country
Approval requests need to include a copy of the contract and a summary of the purchase (information currently captured on the PCS Intake Sheet).

1. **Sponsored Projects Services (SPS) (formerly known as ORSA).**
   a. Any Purchase Order for equipment over $5,000 if using grant funds.
   b. Any other type of contract including Purchase Orders and Personal Services Contract (PSC) of any dollar value if using ARRA grant funds.
   c. Any other type of contract including Purchase Orders for other than equipment and Personal Services Contracts (PSC) if over $25,000 if using grant funds other than ARRA grant funds.
   d. In order to determine if grant funds are being used for a contract:
      i. Any index starting with a “2” or a “3” (e.g. 223001) signifying the use of grant funds.
      ii. Any index starting with any other number (usually a 4) – may require approval if using grant funds.
   e. Must obtain SPS approval prior to signing the Purchase Order or PSC.
   f. Send approval request to SPS – sponsoredprojects@uoregon.edu

2. **Chief Information Officer (CIO).**
   a. Any enterprise-wide technology purchase regardless of dollar value.
   b. Any agreement which will involve any access to UO networks/ systems (e.g. web development) regardless of dollar value.
   c. Any agreement which will involve Web hosting by a third party where the Website to be hosted will have a uoregon.edu address.
   d. Any other purchase of software over $5,000.
   e. Must directly obtain CIO approval prior to signing the agreement.
   f. Send approval request to CIO - itreview@uoregon.edu

3. **Property Control & Surplus Property.**
   a. Any agreement for which we transfer property (permanently or temporarily), through purchase, sale, lease or loan.
   b. If wish to sell or trade UO property, must contact BAO Surplus Property prior to offering property for sale or trade – contact Molly Lockhart, mlockhar@uoregon.edu
   c. If wish to purchase, lease or accept a loan of property, must directly submit to Property Control after completing and signing the contract.
      i. If property is being purchased or loaned at no cost send completed contract to Justin Samudio – jsamudio@uoregon.edu and Molly Lockhart – mlockhar@uoregon.edu
      ii. if property is being acquired under a paid lease or loan send completed contract to Jill Ritz – jritz@uoregon.edu
   d. If wish to loan out UO property, must contact PCS prior to offering property for loan
      contract@uoregon.edu
4. **Accounts Payable (AP) – Vendor Set-Up.**
   If the agreement is with a contractor that has **not** been set-up in Banner, the contractor must be set up in Banner before payment is made to the contractor.
   a. Contact AP for details on the vendor set-up process which process includes obtaining a UO Substitute W-9 from the contractor.
   b. apbao@uoregon.edu

5. **Accounts Payable (AP) – Foreign Vendors.**
   If the agreement is with a foreign person or entity.
   a. Must directly submit the agreement to AP prior to signing the agreement.
   b. Submit approval request to Dan Patten - dpatten@uoregon.edu with cc. to Carmela Kortum – ckortum@uoregon.edu, Sherrie Canfield – sherriec@uoregon.edu, and Joy Germack – jgermack@uoregon.edu.

6. **University Communications**
   a. Any agreement involving UO trademarks or allowing people to use our image(s)/name.
   b. Any sponsorship agreement.
   c. Any agreement with a third party requesting the third party create materials for mass distribution to the general public at large (e.g. websites, posters).
   d. Any agreement involving Writers, Graphic Designers, Web Services, Photographers, Videographers, and Advertising.
   e. Submit approval request to advbgt@uoregon.edu.

7. **Public Safety (Concerts/etc.):**
   a. Any agreement which Public Safety may want to know about, e.g. large concerts or particularly controversial speakers.
   b. Must directly submit to Public Safety prior to signing the agreement.
   c. Submit notification to Herb Horner – hhorner@uoregon.edu and James Stegall jstegall@uoregon.edu.

8. **Public Safety (Security).**
   a. Any agreement involving hiring of security personnel.
   b. Any agreement wherein the Vendor will be providing its own security detail.
   c. Must directly submit to Public Safety prior to signing the agreement.
   d. Submit notification to Herb Horner – hhorner@uoregon.edu and James Stegall jstegall@uoregon.edu.

9. **International Affairs:**
   a. Any agreement involving the international movement of students, where the students **will** receive credits from attending the program.
      i. Must directly submit to International Affairs prior to signing the agreement
      ii. Must have Foreign Study Program Committee approval
      iii. Submit approval request to Sandy Booker– sbooker@uoregon.edu
   b. Any agreement involving the international movement of students, where the students **will not** receive credits from attending the program.
i. Must directly submit notice of agreement to International Affairs
ii. Submit notice to Sandy Booker—sbooker@uoregon.edu

10. **Advancement (Gifts).**
   a. Any agreement involving a gift of funds or property to UO.
   b. Gift agreements are processed by Advancement.
   c. Submit to Leslie Wolgamott (lwolg@uoregon.edu) and Paul Elstone (pelstone@uoregon.edu) for review by Advancement.

11. **Utilization of Foundation Funds.**
   a. Any agreement that will use funds originating from a Foundation account
   b. If the proposed use is allowed under state law and UO policy, transfer the funds from the Foundation to a UO index prior to proceeding with the agreement
   c. If the proposed use is not allowed under state law and UO policy, do not transfer the funds from the Foundation, contact PCS and PCS will work with the department and Foundation to complete the agreement and confirm payment procedures.
   d. Submit notice to: Hilary Hefferlin - hheffer@uoregon.edu

12. **Contract with a Current or Former Oregon University System (OUS) Employees.**
   a. Any agreement with a current or former OUS employee.
   b. Please contact PCS prior to proceeding.

13. **Printing and Mailing Services.**
   a. All printing services must be performed by Printing & Mailing Services unless a waiver is obtained from Printing and Mailing Services. Must directly submit printing request to Printing and Mailing Services to determine if Printing and Mailing Services is able to provide the service prior to negotiating or signing the agreement.
   b. Any agreement for mailing services must be approved by Printing & Mailing Services. Must directly submit a request to Printing and Mailing Services to determine if Printing and Mailing Services is able to provide the service prior to negotiating or signing the agreement.
   c. Any agreement for lease or purchase of a copy/scanner/fax/multifunction machine must be approved by Printing & Mailing Services. Must directly submit Production Copier/Printer Acquisition Form to Printing & Mailing Services for approval prior to signing the agreement.
   d. Any agreement for purchase of interior or exterior signage for any UO owned or controlled space.
   e. Submit request to Mark Dixon, Director Printing & Mailing Services - mdixon@uoregon.edu.

14. **Catering Services.**
   a. All catering services on property owned or controlled by UO must be performed by University Catering unless a waiver is obtained from University Catering.
   b. Must directly contact University Catering to determine if University Catering is able to provide service or if a waiver will be granted prior to negotiating or signing agreement.
   c. Submit University Catering Waiver Form to catering@uoregon.edu.
15. **Temporary Employees from Employment Agencies.**
   a. Must work with Human Resources for these types of appointments.
   b. Prior to engaging a temporary employee through an employment agency (such as Personnel Source), you must first confirm if a Qualified Rehabilitation Facility (QRF) is able to provide the staffing you need.
   c. For more information, please go to: [http://hr.uoregon.edu/recruitment-employment/temporary-employment/temporary-agency-requests-effective-2013](http://hr.uoregon.edu/recruitment-employment/temporary-employment/temporary-agency-requests-effective-2013)

16. **Furniture Purchases.**
   a. Prior to purchasing furniture, please consult the Furniture Purchase Matrix to determine the next step in initiating the purchase of furniture: [http://pcs.uoregon.edu/sites/pcs.uoregon.edu/files/Furniture%20Purchase%20Matrix_PCS_082312.pdf](http://pcs.uoregon.edu/sites/pcs.uoregon.edu/files/Furniture%20Purchase%20Matrix_PCS_082312.pdf)
   b. Any furniture purchases that require delivery or installation may be subject to Bureau of Labor and Industry (BOLI) rates.
   c. Must contact Capital Construction to determine if BOLI rates apply to a proposed systems furniture purchase.
   d. Submit proposed furniture purchase according to Matrix referenced in 17(a) above.

17. **Vehicle Purchases.**
   a. Any purchase of a motorized vehicle or golf cart.
   b. Contact Mobile Shop to ensure the vehicle passes safety inspection prior to purchase.
   c. Submit proposed purchase of vehicle to Michael Hamill, Campus Operations, hamill@uoregon.edu and Bill Kasper - Kasper@uoregon.edu

18. **Faculty Exchange Agreements.**
   a. Please contact PCS before negotiating any agreement with another institution of higher education/governmental entity where all of the following applies:
      i. UO faculty works at the other institution of higher education/governmental entity;
      ii. UO still pays UO faculty member while at other institution of higher education/governmental entity; and
      iii. The other institution of higher education/governmental entity reimburses UO the amount of a UO pays the UO faculty member while the UO faculty member is working for the other institution of higher education/governmental entity.
   b. Please contact PCS before negotiating any agreement with another institution of higher education where UO and the other institution of higher education agree to undertake faculty exchanges (where UO faculty may work at the other institution and other institution faculty may work at UO).
   c. Any agreement hiring an individual to provide instruction for UO credit must have Unclassified Personnel Services (UPS) approval. PCS will obtain if UPS approval if PCS is processing the agreement. If exercising Level 2 Signature Authority, submit requests for approval directly to Sonia Potter in UPS at soniap@uoregon.edu
19. **Office of Risk Management (ORM).**
   a. Any questions regarding insurance or waivers of rights.
   b. Approval may be obtained, but is **not required** prior to signing the agreement.
   c. Send questions to ORM - riskmanagement@uoregon.edu

20. **HIPAA Compliance Officer.**
   a. Any HIPAA covered department at UO with matters that may require a Business Associate Agreement (BAA) contact:
   b. If the contract is for University Health Center send to Debra McLaughlin dmclaugh@uoregon.edu 6-4452 prior to proceeding to sign the agreement.
   c. If the contract is for any other department send to PCS for processing with UO General Counsel (Missy Matella and Bryan Dearinger) prior to proceeding to sign the agreement.

21. **BAO/Travel.**
   a. If creating a multi-month or multi-year Hotel Price Agreement, contact Laurie Jacoby, Travel Manager lajacoby@uoregon.edu; 6-3158, prior to proceeding with the negotiation of the price agreement.
   b. Please Note: this requirement is not applicable to the processing of hotel agreements for one-time events or hotel stays. These standard hotel agreements should continue to be processed by Purchasing and Contracting Services.

22. **Private Business Use.**
   a. If entering into a contract for the use of or lease of space of any portion of a University building or outdoor space and the third party will use the space for its business use (i.e. not personal use)
   b. Must obtain BAO Treasury Operations approval prior to signing the Facilities Use Agreement or Lease.
   c. Send approval request to BAO Treasury Operations – treasops@uoregon.edu
# UO Furniture Purchases

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<tr>
<th>Purchasing &amp; Contract Services (PCS)</th>
<th>Capital Construction (Cap Con)</th>
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<td>handles the purchase if <strong>ALL</strong> the following is true:</td>
<td>handles the purchase if:</td>
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| • The total value of the furniture to be purchased, including delivery and installation fees, does not exceed $5,000.  
  Procurement of furniture **cannot** be split into multiple packages to keep the amount below $5,000. | • You have contacted a furniture vendor and your quote does not comply with the list to the left. |
| • The purchase of furniture **is not** associated with a renovation or construction related improvement of a space in the building that it is being placed, and/or the building has not had construction related improvements in the 12 months preceding or following the furniture purchase. | • You have an idea of what you want to purchase, but do not know of UO vendor resources or know how to move forward. |
| • The furniture does not physically attach to any wall or other part of building structure. | • You are just starting the process of purchasing furniture and have not done any investigation and need to know how to start. |
| • The furniture does not require utility connection (electricity, telephone, internet, etc.) of any kind. | |

**Bureau of Labor and Industries (BOLI) fees, bond, and prevailing wage rates do not apply.**

**Bureau of Labor and Industries (BOLI) fees, bond, and prevailing wage rates may apply.**

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**Contact Purchasing & Contracts Services (PCS)***

| Phone: 346.2419  
| Email: purchaseorder@uoregon.edu |

*If all of the above applies and you have L1SA, you may exercise your L1SA without processing your order through PCS.*

**Contact Capital Construction (Cap Con)**

| Email: furniture@uoregon.edu |
IS THIS A SUB-RECIPIENT OR A VENDOR RELATIONSHIP
AND WHICH OFFICE HANDLES EACH?
(For agreements in which monies leave the UO)

<table>
<thead>
<tr>
<th>SPONSORED PROJECTS SERVICES</th>
<th>PURCHASING AND CONTRACTING SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sub-Recipients</strong></td>
<td><strong>Vendors/Consultants</strong></td>
</tr>
<tr>
<td>(If an entity fulfills the criteria for Sub-Recipient below, a Sub-Award or Sub-Contract should be issued)</td>
<td>(If an entity fulfills the criteria for Vendor/Consultant below, a Personal Service Contract, Purchased Services, or Purchase Order should be issued)</td>
</tr>
<tr>
<td>A Sub-recipient is a person, institution, or organization bringing intellectual capital to the project, i.e., not selling a product or work for hire.</td>
<td>Commonly with a company selling a product or service or a person who holds her/himself out to public for hire</td>
</tr>
<tr>
<td>A sub-recipient provides substantive programmatic work. UO will assign a defined portion of the project’s intellectual activity to the sub-recipient to fulfill. (Please contact SPS for further clarification)</td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Consultant is not providing substantive programmatic work, however, work is beyond analytical work-for-hire normally conducted by a routine service provider.</td>
</tr>
<tr>
<td></td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Vendor is not providing substantive programmatic work, but is analytical work-for-hire.</td>
</tr>
<tr>
<td>A sub-recipient will maintain control of the work to be performed under the sub-contract or sub-award. This includes taking full responsibility for programmatic decision making for the subcontracted portion of the work.</td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Consultant will work independently and maintain control of the methodology, however, Consultant must meet University requirements, usually of professional or technical nature and on a short-term basis</td>
</tr>
<tr>
<td></td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Vendor providing services performed pursuant to University’s requirements.</td>
</tr>
<tr>
<td>A sub-recipient’s performance is measured against whether the objectives of the UO prime project were met.</td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Consultant’s performance is measured against University requirements; however, results may have implications for policy and management-level issues.</td>
</tr>
<tr>
<td></td>
<td>Personal Services Contract:</td>
</tr>
<tr>
<td></td>
<td>• Vendor’s performance is measured against University requirements. Services are routine in nature and follow established procedures. These services deal with day-to-day operations and are repetitive.</td>
</tr>
</tbody>
</table>

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:

**Sponsored Projects Services**
Liz Denecke 6-5132
Orca Merwin 6-0832

**OR**

**Purchasing and Contracting Services**
Allie O’Connor 6-1448
Rachael Wolfgang 6-7909
ATTACHMENT F
Independent Contractor Certification Statement

A. CONTRACTOR IS INDEPENDENT. (Contractors who are not incorporated complete part A)

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements contained in Part A of this attachment are true and correct.

1. If providing services requiring licensure or certification, I certify that I have current and valid licenses or certificates required to provide the services, and I am licensed under ORS Chapter 671 or 701, if necessary.

2. I am customarily engaged in an independently established business as indicated by the occurrence of three (3) or more of the following requirements (Contractor, please check the criteria below that apply):
   ___ A. I maintain a business location that is separate from the University of Oregon. If that location is in a portion of my residence, it is used primarily for my business.
   ___ B. I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
   ___ C. I bear the risk of loss related to my business by doing at least one of the following (check all that apply):
      [ ] I enter into fixed price contracts.
      [ ] I am required to correct defective work I perform.
      [ ] I negotiate indemnification agreements, purchase liability insurance, performance bonds, or “errors and omissions” insurance.
      [ ] I warrant the services I provide.
   ___ D. I provide the contracted services for two or more different persons/entities within a period of one year, or routinely engage in business advertising and other marketing efforts reasonably calculated to obtain new business to provide similar services.
   ___ E. I have the authority to hire and fire others to provide or to assist in providing the services.

Contractor Signature: Date:

B. DEPARTMENT APPROVAL. (Section B to be completed by Department)

ORS 670.600 sets forth the standards for classifying a vendor as an independent contractor. By my signature below I represent that under this contract:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the University’s right to specify the desired results of the services.

2. The Contractor is responsible for obtaining all business registrations, certifications, and licenses necessary to perform the services.

3. The Contractor is performing services and/or providing goods for remuneration.

Department Signature: Date: