

Procurement Policy Manual

Policy/Procedure

I. Introduction

The Procurement Policy Manual has been created to provide a central source for information about Dickinson College's (the "College") procurement policies by which employees will carry out purchasing functions on behalf of the College.

The term "purchasing" refers to the functions of buying goods and contracting for services. All purchases and expenditures with College funds must meet the ordinary business standard of reasonable and necessary, with prudent consideration of the College's limited financial resources. Both budget officers and employees delegated with purchasing responsibilities may purchase on behalf of the College and are subject to these policies as well as other policies included in the Campus Policies Manual.

Please contact Financial Operations if you have any questions about this manual.

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II. Procurement Authorizations

Acquisitions of goods and services must be approved in writing by a duly authorized person as follows:

- < \$15,000, any Department Head, Budget Officer or assistant, associate or employee authorized in writing* by a Department Head or Budget Officer
- < \$50,000, any Vice President/Provost or Associate Vice President/Associate Provost
- > \$50,000, the President or any two of the following:
 - Vice President/Provost
 - Associate Vice President/Associate Provost

*Vice Presidents are required to confirm the list of authorized individuals in their divisions on an annual basis. These confirmations are maintained in Financial Operations and are used to verify authorizations of payments in accordance with this policy manual.

The monetary level of authority of the position described in any category listed above applies to each category with lesser levels of monetary authority as well. This written authorization may occur prior to acquisition. Once the acquisition has been approved, payment of the invoice may be authorized by the individual certifying receipt of the goods or services.

The Principal Investigator or a designated employee is responsible for authorizing acquisitions charged to grant funds. All externally sponsored projects for research or other purposes are administered through the Sponsored Projects Group (SPG) in accordance with established College policies and procedures.

Check Signing

Checks over \$10,000 require manual signatures from two of the following employees:

- Vice President for Finance and Administration
- Associate Vice President for Financial Operations and Controller
- Director of Planning and Budget
- Director for Global Accounting and Compliance
- Assistant Treasurer

Electronic Payments

Wire transfers and ACH transactions may be processed in Banner or directly through Wells Fargo's Commercial Electronic Office (CEO) online. Payments processed in Banner include vendor and employee direct deposits, as well as the monthly Purchasing Card settlement payment. Transactions over \$10,000 require two signatures, as noted under *Check Signing* above.

Payment transactions in CEO are processed by specific employees in Financial Operations (College Advancement employees have view only access to ACH receipts) and require dual authorization – one authorized employee may initiate a transfer and a second authorized employee is required to approve/send or reject the transfer.

Requests for wire transfers/ACH transactions must be accompanied by appropriate supporting documentation and must be properly authorized by the acquiring employee in accordance with this policy manual.

III. Contract Review and Approval

General

This policy defines the general process by which a contract involving the College might be (1) created; (2) reviewed and approved; and (3) appropriately signed by an authorized College official.

Contracts must satisfy three basic criteria to be approved by an authorized College official:

- The contract must be appropriate to the mission and operation of the College.
- The funds and other resources must be available to carry out the obligations of the contract.
- The terms of the contract must comply with College regulations, and applicable local, state, and federal laws.

Prior to final signature, contracts need to pass through those offices having direct oversight for the activities (or their funding) and those assuring administrative, fiscal and/or regulatory compliance.

College Contract Defined

For the purposes of this policy, a “College contract” is defined as an agreement between two (2) or more parties, one of which is the College or any of its subunits/affiliated organizations (i.e. Foundation, Athletic Association, Alumni Association, etc.), intended to have legal effect or be otherwise recognized at law. There must be a common understanding among the parties as to the essential terms, the mutual obligations, and the existence of valid and sufficient “legal consideration,” meaning that something of value is exchanged between the parties. Examples of College contracts include, among others:

- Agreements to buy, sell, or rent goods, or to provide, obtain or rent services.
- Memorandum of Understanding or Cooperation with government agencies, universities, and other organizations for the accomplishment of particular purposes.
- Grants and sub-awards provided (funded) by government agencies and private organizations.
- Affiliation/clinical agreements.
- Leases of movable property, such as tools, equipment, vehicles, etc.
- Leases, deeds, and other conveyances affecting interests in real property.
- Employment contracts, volunteer, and consulting agreements.
- Purchases of services, such as with speakers, artists, performers, etc.
- Waivers and releases, and nondisclosure agreements.
- Material transfer agreements, intellectual property, and software license agreements.
- Student or faculty exchange and joint staffing agreements.

Goods that are commonly purchased with a purchasing card or through accounts payable do not generally require a contract unless the goods are part of a construction project or require the vendor to deliver, install and/or service the goods on campus. In these cases, and regardless of the amount of the contract, it must clearly specify the manner and timing of delivery, limitation of warranties, opportunity to cure defects and payment terms. The College’s standard terms and conditions should be included with any contract, a copy of which can be obtained in the Purchase Order Terms and Conditions Policy in **Appendix E**, or by either contacting the Office of General Counsel or Financial Operations.

Identification of the College

The College shall be identified as Dickinson College and must be listed as the contracting party in all agreements and contracts. Departments and individuals may be identified in the agreement but must not contract in their own name on behalf of the College. The College’s official mailing address is P.O. Box 1773, Carlisle, PA 17013-2896 and must be listed in all contracts and agreements. If a physical street address is required, the address should be changed to 28 North College Street, Carlisle, PA 17013-2311.

Administrative Review

A person initiating a College contract is responsible for reading the contract entirely and determining that: (1) the contract language accurately reflects the current state of negotiation; (2) the contract meets programmatic and College mission and operational requirements; (3) the contract is in the best interests of the College; (4) he/she can ensure compliance with the obligations it places on the College; and (5) the contract is sufficiently clear, consistent, and fiscally prudent.

In addition, such persons must have the cooperation and approval of any College department that may be directly or indirectly involved in the performance or funding of the contract. Accordingly, prior to being signed by the appropriate College official (as identified by the Procurement Authorizations section in this policy), all contracts must be reviewed and approved by: (1) the College department director, and in some instances the Vice President with administrative oversight of the department; (2) the College department chair (if the requesting department is an academic department), and in some instances the Provost & Dean of the College; (3) the Director of Sponsored Projects and Research Compliance for all grant-related contracts; (4) the Vice President for Finance & Administration; and in certain circumstances, (5) the President. The following outlines the responsibility of each of these reviewing offices:

- Department Chair/Director
 - Guarantees that the department or unit can furnish services, materials, and/or funds provided for in the contract.
 - Assures that the contract is appropriate and necessary to the department's mission and priorities.
 - Assures that alternative activities, actions and/or providers have been considered, and that those stipulated in the contract or agreement represent the most feasible, reasonable, and fiscally prudent arrangements for the department.
- Division Vice President/Provost
 - Ensures that the review of the contract has taken place at the Department Chair/Director level.
 - Assures that all criteria established for Department Chair/Unit Director consideration have been properly reviewed, and a determination made that the contract is in the best interest of the College.
- Office of General Counsel
 - Assures that the contract does not subject the College to undue liability or risk.
 - Assures that the contract does not contain any prohibited clauses.
 - Assures that the terms of the contract comply with College regulations, and applicable local, state, and federal laws.

General Counsel should review all contracts valued at \$10,000 and above and must review all contracts valued at \$15,000 and above. General Counsel must also review all contracts that include an auto-renewal provision or are multi-year contracts. The contract review involves analyzing terms of the agreement that may be ambiguous, confusing, or otherwise creates increased liability or exposure to the College. The analysis focuses on provisions that:

- Commit the College to defend, indemnify, hold harmless the party.
 - Obligate the College to pay legal and other fees as damages.
 - Require the College to add the party as an additional insured on a College policy.
 - Limit the liability of the other party or requires the College to waive its legal rights.
 - Require that disputes be handled through mediation or arbitration or requires that claims be litigated in a non-Pennsylvania venue.
- Vice President for Finance & Administration or President
 - Verifies that all appropriate signatures are intact, including - as appropriate – legal, accounting, information services or sponsored programs/grants review and approval.
 - Assures that the contract is appropriate and necessary to the College’s mission and priorities, and is not in conflict with the needs, mission, or priorities of any other division within the College.
 - Obligates the College to the terms of the contract.

Approvals from the above departments/units are required before the contract is executed. These approvals apprise the authorized College signatory that the terms of the contract have been appropriately reviewed.

Authorizing Signatures

All contracts involving the College must be signed by an authorized College official. The President may sign any contract for the on-going operations of the College. The President can also delegate signing authority to other senior administrators as deemed prudent (refer to **Appendix A** for the board resolution to delegate and affirm contract authority to the president and **Appendix B** for the sub-delegation by the president to certain officers). The President has delegated signing authority to the Vice President for Finance & Administration for all College operational contracts, and contracts that have financial, debt, or payment implications (refer to **Appendix C** for the board resolution to approve specific individuals to engage in financial services transactions). Academic contracts and MOUs can be signed by the Provost and Dean of the College. Children’s Center contracts and compliance agreements can be signed by the Director of the Children’s Center, as long as the Director’s supervisor is aware of the contract/agreement in question and is also in agreement with the Director exercising signature authority in each specific instance.

Generally, contracts must be signed by a Vice President/Provost. However, contract signing, spending limits or payment approval for periodic payments specified within a contract can be delegated with significant variation depending on the nature of the contract, subject to the guidelines included in the Procurement Authorizations section of this policy. Any delegation of authority must be in writing. When these individuals delegate their approval or signatory authority, they must still exercise reasonable oversight and maintain responsibility for the contracts, and they should limit or revoke the delegated authority whenever appropriate.

Contracts and agreements signed by other than authorized officials, or those who have received delegated authority, will be rejected, and returned to the originating department. Failure to follow College policies and procedures regarding signature authority may result in an employee's loss of liability insurance coverage, personal liability for all contractual obligations, and/or disciplinary action.

Contract Retention

All signed contracts must be sent to the Office of General Counsel, where they will be stored and reviewed prior to renewal. Signed contracts should also be sent to the Office of Finance & Administration for record keeping and fiscal awareness purposes. The department that initiated the contract is also responsible for maintaining copies of such agreements in its own files and for complying with the specific document retention requirements.

IV. Purchasing with Sponsored Funds

Grants and other sponsored projects often contain more restrictive covenants on the types of allowed expenditures along with requirements for competitive bidding. Employees purchasing under grants and other sponsored projects must coordinate with the Sponsored Projects Office and Financial Operations to ensure proper compliance with grant and other restrictions.

V. Ethical Conduct

Care must be taken to avoid the intent and appearance of unethical practices in relationships, actions, and communications. All procurement activities conducted on behalf of the College must be performed in compliance with the standards outlined in federal, state, and local laws as well as College policies and procedures. It is the responsibility of each employee to ensure that the College does not knowingly enter a purchase commitment that could result in a conflict of interest unless the conflict has been fully disclosed and approved by Financial Operations. College employees must handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and regulations. Financial Operations may require employees to sign confidentiality agreements and/or conflict of interest disclosures in advance of making purchases on behalf of the College. Refer to the *Business Ethics and Conduct Policy* for further clarification of policies in place at the College.

VI. Sustainable Purchasing

As an institution focused on sustainability, Dickinson recognizes the impact procurement has on our environment and endeavors to promote sustainable purchasing when feasible and in line with our strategic goals. Examples of sustainable procurement options to consider include the following:

- Repurposing existing College assets identified as part of the *Surplus Property Policy*.
- Purchasing items under the [Federal Surplus Property Program](#).
- Consolidating orders or purchasing in volume to prevent multiple shipments.
- Buying from local vendors.
- Purchasing the most energy-efficient models.
- Buying items that contain shipping materials that are either returnable, reusable, or made from recycled content.
- Considering the environmental performance of the vendor (waste prevention, waste reduction, pollution prevention, clean air/water programs and other initiatives).

VII. Restricted Purchases and Special Procurement

The following are examples of restricted purchases and special procurement procedures. This list is not all inclusive and items are subject to other policies adopted by the College.

Travel and Related Expenses – Refer to the policy on *Travel and Related Expenses* for further guidance on expenses not reimbursable by the College.

Personal Purchases – The College strictly prohibits the use of College systems and networks for personal purchases. Under no circumstances should the College's tax ID number or sales tax exemption number be used for personal purchases and employees may not use College funds for personal purchases.

Hazardous Materials – A wide variety of the chemicals, materials and equipment used on campus require compliance with Federal, state, and local regulations. The Department of Compliance and Enterprise Risk Management works to ensure that the correct actions are being taken to keep the College compliant and safe. Purchases must be made by authorized personnel according to the guidelines noted in the *Chemical Hygiene Plan* and the *Hazard Communication Program*.

Animals – Federal regulations govern the use and care of animals in research. Strict standards regarding the housing, husbandry and research procedures must be adhered to by all members of the research team. The Director of Compliance & Enterprise Risk Management and the Director of Sponsored Projects and Research Compliance provide oversight for these activities to ensure safety and compliance with regulations. Approvals are required from appropriate designated committees before employees may begin conducting research, in accordance with the *Animal Care and Use Plan*.

Vehicles – All purchases and leases of College vehicles are administered by the Department of Public Safety and the Department of Compliance & Enterprise Risk Management in accordance with the *Vehicle Administration Policy* and the *Small Utility Vehicle Policy*.

Computers – All computer purchases must be made through User Services to ensure the purchased technology will be supported and is compatible with existing campus hardware and software. Standardizing the specifications of purchased hardware allows the College to efficiently select and manage technology, obtain better system pricing, reduce maintenance costs, and increase access to manufacturer and vendor assistance. Refer to the *Computer Hardware Acquisition, Disposition, Replacement and Disposal Policy* for further guidelines on purchasing computers and related equipment.

Print Center – The Print Center is responsible for purchasing copy paper on behalf of college departments in accordance with the *Sustainable Paper Policy*. The Print Center offers a variety of print and document services and should be considered for print orders before using an external vendor in order to take advantage of the significant resources the college has invested in establishing and maintaining the Print Center as an internal service provider.

Facilities Management – The Office of Facilities Management provides facilities-related services to the college community in support of its programs. Requests for landscaping, housekeeping, mechanical and structural repairs, construction management, energy management and interior design are made through a work order system on the Facilities Management home page. As noted in the *Surplus Property Policy* Facilities Management is also responsible for ensuring compliance with the college's furniture standards. Furniture request are made through the work order system. College funds should not be used to purchase non-standard furniture and equipment. Facilities Management will not be responsible for the repair, replacement or disposal of any non-standard item that was purchased without prior approval.

Additional board-level approvals are required for acquisition and disposition of real property or significant new capital or renovation projects, as further defined in **Appendix D**.

Catering – Dining Services reserves the right of first refusal for all food served on campus in accordance with the *Catering Policy* and the *Conferences and Special Events Policy*. Special procedures must be followed before holding an event with alcohol.

VIII. Services

The procurement of services, unlike the procurement of goods, requires an evaluation of whether a service provider should be classified as an employee or as an independent contractor of the College. This evaluation and classification must be based on Internal Revenue Service (IRS) guidelines, not on administrative ease or relative costs.

The characterization of an individual as either an independent contractor or as an employee has important tax and fiscal consequences to both the College and the individual. When faced with a worker classification issue during an employment tax audit, the IRS will consider individuals performing personal services to the College to be employees, absent a reasonable basis for classification as an independent contractor.

Definitions

- Employee-employer relationship: An employee-employer relationship exists when the College has the right (whether or not it exercises it) to supervise, control or direct the manner of performance as well as the result of the service.
- Independent contractor relationship: An independent contractor relationship exists when the College has the right to specify the result to be accomplished by the work, but not the means and methods by which the result is to be accomplished.

Accountability

Financial Operations is responsible for ensuring the proper analysis has been performed to classify an individual as an employee or an independent contractor. This analysis is completed by working with authorized budget officers of the College to obtain an understanding of the specific facts and circumstances surrounding each situation. Departments are responsible for contacting Financial Operations before an individual is hired to ensure the necessary paperwork has been completed and payments are processed through the appropriate channels.

If consideration of the relevant facts presents a strong case for classifying the individual as an independent contractor, an [*Employee vs. Independent Contractor Status Determination Form*](#) must be completed. If the form as completed indicates that the individual should be compensated as an employee, such payment for services rendered should be initiated through Human Resource Services or Student Employment. If the Form as completed indicates that the individual should be classified as an independent contractor, such payment for services rendered should be initiated through Accounts Payable.

The [*Independent Contractor Agreement*](#) has been developed by General Counsel and should be used as a template for all agreements with independent contractors.

Payments to Non-Resident Aliens

When a department is contemplating hiring an individual to perform services, whether for wages as an employee, as an independent contractor, as a guest lecturer or speaker, or in some other status, it must first determine whether the individual is legally authorized to work in the United States. It is especially important that departments confirm that the individual is authorized to work in the United States under immigration laws before any individual performs services for the College. This determination generally is made in connection with Human Resource Services using Form I-9 (or the Student and Exchange Visitor Information System (SEVIS) documentation for foreign students and overseas assistants maintained by the Center for Global Study and Engagement).

Prior to making any financial commitment to an individual who is not a citizen, legal permanent resident of the United States, or refugee, departments must contact Financial Operations to understand the tax withholding and reporting requirements.

- Generally, payments made to non-resident aliens are subject to a withholding tax of 30% (14% for unqualified scholarships, grant and fellowship payments to J-1 and F-1 visa holders), unless a tax treaty exists between the U.S. and the country of citizenship of the non-resident alien. Tax treaties may reduce or eliminate the withholding requirement. In order to take advantage of a tax treaty, the non-resident alien must have a valid Social Security Number (SSN) or Individual Tax Identification Number (ITIN) and must complete Form 8233, *Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual*. By law, the College must submit Form 8233 to the IRS at least ten days prior to the date of payment.
- The IRS will issue an ITIN to an alien who does not have and is not eligible for a SSN. An ITIN is for tax purposes only. The Center for Global Study and Engagement assists foreign students, employees, and other visitors with the necessary paperwork, including identification of the proper visa status to work and application for a SSN or ITIN.

The College is responsible for non-resident alien reporting to the IRS via Form 1042, *Annual Withholding Tax Return for U.S. Source Income of Foreign Persons*, and Form 1042-S, *Foreign Person's U.S. Source Income Subject to Withholding*. Tax return software is made available to non-resident aliens to assist with the preparation of their year-end tax returns.

IX. Sales Tax

The College's status as a nonprofit educational institution allows for an exemption from sales and use tax in Pennsylvania and many other states. Sales and use taxes are typically imposed on retail purchases, and on the consumption, rental or use of tangible personal property.

Sales and use taxes are governed at the state (and local) level and exemption rules vary from state to state. Exemption descriptions and certificates may be found on the Financial Operations website under [Purchasing Services](#). Employees traveling or making purchases from suppliers in an exempt state must provide the vendor with the appropriate exemption certificate to avoid paying sales tax on exempt purchases. Use of an exemption certificate is subject to the instructions on each form.

Please contact Financial Operations if you frequently travel to or purchase from a vendor located in a state not included on the exemption list.

X. Supplier Selection

All purchases of goods and services must be made in an open and competitive environment to ensure that the prices paid by the College are fair and reasonable. The [Purchasing Services](#) website provides information and access to pre-negotiated and competitively-bid contracts with vendors commonly used by departments across campus. Many of these vendors provide discounts based on prices negotiated through purchasing consortiums and should be considered when applicable.

Purchases may be made in person or by telephone, fax, internet, or mail. When making a purchase, an employee should perform the following procedures:

- Identify yourself as a Dickinson College employee making a College purchase.
- Provide the vendor with the College's sales tax exemption information.
- Provide the vendor with explicit delivery information, including your name and department.
- Always ask for an order confirmation number. This is invaluable if you have discrepancies with the order or need to trace the delivery.
- Retain a copy of the receipt and other detailed supporting documentation to validate the purchase.

Competitive Bidding

Every reasonable effort should be made to obtain the best possible quality, service, and price. Single purchases over \$25,000 should be accompanied by documentation of competitive bidding from at least three vendors. Competitive bidding is typically waived under the following circumstances:

- Sole source - the vendor being used is the only one who provides the goods or services needed by the College.
- Emergency - the goods or services are needed immediately to address an environmental, safety or health emergency.
- Economic - goods or services from another vendor would result in incompatibility with existing goods or services; require substantial time/money due to training requirements, retrofitting, etc.; and/or goods or services are offered at a substantial discount.

Supporting documentation submitted for payment should include justification for an exception to the competitive bidding process.

XI. Purchase Orders

Purchase Orders are not required by Financial Operations but may be required by certain vendors or in certain departments. Departments utilizing Purchase Orders may establish their own internal system of approvals but must follow the overall *Procurement Authorizations* section in this policy when approving the invoice for payment. Purchase Orders may be processed in Banner or hard copy (outside of Banner). Standard Purchase Order forms may be obtained by contacting Financial Operations.

Any Purchase Order submitted by the College to a seller shall be subject to and include the terms and conditions in the *Purchase Order Terms and Conditions Policy* (see **Appendix E**).

XII. Receipt and Return of Goods

All goods received by the College Mail Center or directly by a department must be inspected and verified immediately against the Purchase Order (if applicable) or against another receiving document such as an electronic receipt (preferred method), bill of lading, approved invoice for payment, or proof of delivery.

The purchasing employee is responsible for contacting the merchant when the goods purchased are not acceptable (incorrect, defective, etc.) and arranging a return for credit or an exchange. Credit must be returned according to the method of purchase (i.e. purchases made on a Purchasing Card must be credited to the same card). Accepting cash or personal checks to resolve a credit is prohibited.

Defective Goods

It is the policy of the College not to accept defective goods. When defective goods are detected while the carrier is present, the bill of lading or alternate receiving document must not be signed or otherwise marked as received.

When defective goods are not discovered until the package is opened, and after the carrier has left the premises, the goods must be kept as is until the supplier claim inspection has been made or the supplier concurs.

Warranties

It is the requisitioning department's responsibility to record warranties with the supplier, as applicable. In the event service is required during the warranty period, the requisitioning department is responsible for contacting the supplier.

XIII. Invoice Processing

Invoices must be coded by the purchasing employee and approved by the appropriate College representative based on the Procurement Authorizations section of this policy before payment will be made. The approving employee is responsible for ensuring the departmental budget is adequate to cover the charge. If charging outside of one's department, authorization must be obtained from the department where the invoice is coded. All supporting documentation should be attached to the approved invoices.

[Payment Vouchers](#) are used for internal service requisitions or reimbursement requests. Although these requests do not require an invoice, they must be accompanied by documentation equivalent to the support provided with invoices (proper authorization, receipts, supporting documentation, etc.). Employees are required to complete the [Dickinson College Expense Reimbursement Form](#) for travel-related reimbursements.

Supporting Documentation

Supporting documentation includes Purchase Orders, sales receipts, receiving documentation, and any other documentation specific to the purchase. Accounts Payable will not pay an invoice if it has not been properly authorized or if adequate supporting documentation has not been submitted to support the business reason for the expense.

The College is required to have an IRS Form W-9, *Request for Taxpayer Identification Number and Certification*, W-8BEN, *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding*, or an acceptable substitute form, along with an [Independent Contractor Status Determination Form](#), on file for each vendor providing services to the College.

XIV. Payment

The College Purchasing Card is the preferred method of payment for paying commercial suppliers. In cases where a supplier does not accept a Purchasing Card or charges a processing fee for Purchasing Card transactions, electronic payments are preferred over paper checks.

Electronic payments to suppliers will be made through the Automated Clearing House (ACH), with deposits normally made to the supplier's account at their financial institution according to the agreed-upon payment terms with the supplier (as noted on the invoice). At the College's discretion, payments may also be made by wire transfer (although this is typically more expensive than ACH transactions). Personal and travel reimbursements to College employees who have completed the [Accounts Payable Direct Deposit Input Form](#) will have reimbursements paid via ACH to their personal bank accounts.

Payments to suppliers via paper check normally are mailed to the supplier's address as indicated on the supplier's invoice. Payment terms, unless agreed to otherwise, are Net 30 Days. The College will take advantage of any early-payment discounts when economically feasible. College employees who have not signed up for direct deposit will receive personal and travel reimbursements via paper check sent through interoffice mail.

Financial Operations attempts to contact vendors and employees with outstanding (uncashed) checks greater than one year old before they are cancelled and remitted to the Pennsylvania Treasury Department's Bureau of Unclaimed Property in accordance with Pennsylvania escheat laws.

All payment requests must be received in Accounts Payable by noon on Tuesday for the weekly check run, which is distributed on Friday (electronic payments will post to recipient bank accounts by Friday). Invoices received after Tuesday will be processed during the following week.

XV. Purchasing Card

Employees who frequently purchase low dollar items and employees traveling on a frequent basis are encouraged to apply for a College Purchasing Card.

The Purchasing Card is a corporate liability procurement card that looks like a traditional credit card, and is used in a similar manner, but with a named College employee as the cardholder. The Purchasing Card is simply a procurement and payment method and does not change or modify any existing procurement policies regarding preferred vendors, restricted purchases, documentation requirements, etc.

A Purchasing Card may be used to purchase any authorized goods or services for the College except the following:

- Anything for personal use or non-College purposes.
- Purchases made at internal campus locations, such as the bookstore and dining services locations (internal billings allow the College to avoid bank fees charged to process credit card transactions).
- Cash advances (unless approved and communicated to Financial Operations in advance).
- Any purchases prohibited by another College policy.

As one of the safeguards of the Purchasing Card program, certain Merchant Category Codes (MCCs) that are believed to be of no value to the College have been blocked. For example, a cardholder cannot use the card at an off-track betting establishment or at a mobile home dealer. The MCC that is used to classify a vendor is determined by the vendor's bank. Any purchases made from vendors with blocked MCC codes will be rejected. Additional restrictions may be added to the list of excluded codes at the discretion of individual departments or if items are specifically excluded by funding agencies. Cardholders are instructed to contact Financial Operations in cases where a card transaction has been denied.

Purchasing Card Eligibility

An employee who has been delegated purchasing authority by his/her departmental Budget Officer/approver may apply for a Purchasing Card. A [*Purchasing Card Account Form*](#) must be completed, signed by the Budget Officer/approver responsible for the applicant's departmental budget, and forwarded to Financial Operations for approval.

This form is also used to submit changes to a Cardholder's account, including cancellation of a Purchasing Card. Purchasing Cards that are lost or stolen must be reported immediately to the bank. It is imperative that the Cardholder contacts the bank immediately for suspension of the Purchasing Card, as the College is responsible for all charges made on the card until it has been cancelled at the bank. The Cardholder must also notify Financial Operations after reporting the incident to the bank.

Purchasing Cards must be immediately returned to Financial Operations upon termination of employment, whether voluntary or involuntary. If a terminated employee continues to use this card, the Budget Officer's/approver's department will be liable for all charges.

Cardholder Agreement

The Cardholder must also sign the [*Cardholder User Agreement*](#), which states the employee will secure the card and adhere to the College's policies and procedures for proper use of the card. A card will not be issued if this form is not signed by the Cardholder and the Cardholder's manager.

All Purchasing Card transactions must be reviewed and coded by the Cardholder (or the Cardholder's designated proxy) online. The Cardholder is responsible for ensuring all charges made with the card comply with College policies. The Cardholder's departmental Budget Officer/approver must review and approve monthly transactions. The Budget Officer/approver is also responsible for ensuring that departmental funds are available in the general ledger account(s) for Purchasing Card purchases.

Purchasing Card activity is monitored to make sure unauthorized goods and services are not purchased. Purchasing Cards used to purchase unallowable items may be cancelled. An employee who makes unauthorized purchases or uses the Purchasing Card in an inappropriate manner may also be subject to disciplinary action.

XVI. Petty Cash

The Cashier's Office maintains a petty cash fund for the purpose of disbursing approved reimbursements to College students and employees. Cashier funds are available for expense reimbursements that total \$100 or less, including travel expenses, business meals and the purchase of low-cost goods that cannot efficiently be accomplished by other methods (e.g. Purchasing Card).

Travel advances should only be used when cash is required for travel and use of a College Purchasing Card is not feasible (loaner Purchasing Cards are available in Financial Operations). A travel advance will not be issued for lodging, conference fees, or other substantial costs that can be prepaid, pre-arranged or invoiced. Travel advances given to directors of short-term study-abroad and domestic programs constitute an exception to the travel advance policy. Refer to the policy on *Travel and Related Expenses* for more information on requesting and reconciling travel advances.

College students and employees presenting an approved [*Payment Voucher*](#) or [*Travel Expense Reimbursement Form*](#), accompanied by appropriate supporting documentation and a valid College identification card may receive reimbursements at the Cashier's Office. The Cashier's Office must be notified in advance when sending a proxy to pick up a reimbursement on behalf of an employee. Reimbursements must be approved by someone other than the individual requesting payment.

Guidelines for Reimbursements from Petty Cash Funds

Petty cash is an important payment vehicle for small dollar items but is frequently not the most cost-effective way to purchase goods and services. A Purchasing Card or college-wide vendor contract may be more effective and allows the purchaser to apply the College's sales tax exemption to purchases.

The following types of expenses may not be processed using petty cash:

- Payment of salary or wages, honoraria and other payments for services performed by an employee that are subject to reporting and withholding as taxable income (paid through Payroll).
- Expenditures of more than \$100 (paid through Accounts Payable).
- Personal expenditures or borrowings in any amount by the fund custodian or other employees are strictly prohibited.
- Expenditures not allowable by sponsored programs (e.g. alcoholic beverages) must not be charged to a grant or contract.

The documentation requirements for petty cash reimbursements are the same for reimbursements processed through Accounts Payable (including payments to non-resident aliens).

Requests for payment from a petty cash fund must be approved by a department authorizer in accordance with the Procurement Authorizations section of this policy and must be accompanied by appropriate documentation to support the business reason for the expense.

Specialized Petty Cash Funds

A specialized petty cash fund is a fund administered by a named custodian for use by one department for a specific purpose. The custodian is responsible for safeguarding petty cash funds under his or her control. Each specialized petty cash fund must be reconciled no less than once a month. Specialized petty cash funds require the approval of the Vice President for Finance and Administration and may only be established when there is a demonstrated need which cannot be met by funds available in the Cashier's Office.

The department custodian is responsible for ensuring that all disbursements from the petty cash fund are made in accordance with College policy. Financial Operations may perform surprise petty cash counts on a random basis to ensure proper funds and documentation are maintained. Any funds missing from petty cash will be charged to the responsible department and the custodian may be subject to disciplinary action for any violations of this policy contributing to the loss of funds.

Cashier and specialized petty cash funds will be replenished only in amounts up to the original amount advanced. However, a request for an increase in a specialized fund may be granted if appropriate. Funds may also be reduced if business needs diminish. All requests for replenishment must be authorized by a department administrator who is not the fund custodian and submitted for approval to the Cashier's Office (up to \$100) or Accounts Payable using the *Petty Cash Reimbursement Voucher*.

A specialized petty cash fund must be closed immediately if the purpose for which the fund was established ceases to exist or changes significantly, or if the fund has been inactive for one year. The fund must be closed upon termination of the fund custodian unless a new custodian has been appointed. To close a fund, a final reconciliation approved by the custodian and a department administrator must be submitted to Financial Operations accompanied by all remaining cash and required supporting documentation.

Related Information

History/Revision Information

Responsible Office/Division: Financial Operations

Effective Date: June 2020

Last Amended Date: June 2021

Next Review Date: Annually in June

Also Found In:



RESOLUTION

DICKINSON COLLEGE BOARD OF TRUSTEES

Resolution to Delegate and Affirm Contract Authority to the President

October 25, 2014

And now, this 25th day of October 2014, upon the affirmative vote of a majority of the members of the Board of Trustees of Dickinson College, the board hereby delegates to the president the authority to enter contracts and bind the college as follows:

Presidential authority and responsibility for contractual obligations

In accordance with Chapter II, Section 2 of the Bylaws, the president, as chief executive officer of the college, is the chief executive and administrative officer of the college, and is responsible for general superintendence of the business and professional affairs of the college. Consistent with the responsibilities of the president as set forth in the Bylaws, and other than for the acquisition and disposition of real property, the Board of Trustees hereby delegates and affirms that the president's responsibilities do now and have always included the delegation of the authority and responsibility by the board to the president to sign all contracts, deeds or leases for which funds are available in the approved budget or from other approved sources. The president may delegate this authority and responsibility to financial or academic officers without further board approval. No faculty or staff employee, student, or student organization has the authority to bind or otherwise obligate the college without the express, specific written consent of the president or an authorized delegee or subdelegee.

Exclusive board authority and responsibility for the acquisition and disposition of real property.

Notwithstanding the foregoing delegation of authority, the Board of Trustees reserves to itself the authority to approve in advance any agreement or other commitment that obligates Dickinson to sell any real estate owned by the college, or to acquire real estate for the college, regardless of location and value. The Board of Trustees has delegated certain of its responsibilities in this area to the board's ad hoc Committee on Real Property.

10-25-14
Date Approved

Karen Neely Faryniak
Karen Neely Faryniak, Secretary of the College



CONTRACTING AUTHORITY
(Subdelegation by the President to Certain Officers)

Pursuant to the authority of the Board of Trustees of Dickinson College, I, John E. Jones III, interim president of Dickinson College, hereby delegate to the provost, the vice president for finance and administration, the treasurer, the associate vice president for finance, any assistant treasurers, and each and every of their successors, the authority and responsibility to sign all deeds, leases and contracts arising out of the legitimate business and academic operations of the college for which funds are available in the approved budget or from other approved sources. Such delegation shall not exceed the authority delegated by the Board of Trustees to the president in the board's resolution of October 25, 2019. The provost, the vice president for finance and administration and the treasurer may further delegate this authority in writing in accordance with the following principles.

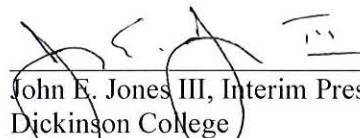
Delegations of contracting authority are prohibited, except where specifically authorized in this document. The delegating official retains ultimate responsibility for matters and personnel under his/her supervision. An individual who has not received a written delegation of authority to sign contracts should not sign agreements that purport to bind the college, and may be held personally responsible if s/he attempts to do so. Dickinson College retains the authority not to recognize an agreement as binding against the college unless all signatories to the agreement have proper contract authority as of the date the contract was entered.

All delegations of contracting authority shall: 1) be in writing; 2) be made to specific position titles, not named individuals; 3) indicate the scope of the delegation (i.e., a specific contract/vendor only, contracts under a certain dollar amount, etc.); 4) specify the need for advance review by the Office of General Counsel and/or other relevant divisions or departments for particular contracts, vendors or other unique situations—in accordance with the Policy on Contract Review and Approval; 5) indicate whether further written delegation is permitted; and 6) be copied and maintained in the offices of both parties, with a copy sent to the Office of General Counsel and the controller. Unless otherwise specified, delegated contracting authority will remain in effect until revoked in writing, with a copy sent to the Office of General Counsel and the controller.

No other officer, faculty or staff employee, student or student organization, has the authority to bind or otherwise obligate the college without the express, specific written consent of the president or an authorized delegee/subdelegee.

ATTEST:


Karen Neely Faryniak, Secretary


John E. Jones III, Interim President
Dickinson College

Date: 7-13-21

**DICKINSON COLLEGE
BOARD OF TRUSTEES**



Resolution Approving Certain Individuals to Engage in Financial Services Transactions

September 4, 2020

WHEREAS, various governmental agencies, banks and other financial service institutions from time to time request from this board evidence of authority of certain officers to transact business on behalf of the college; and

WHEREAS, this board previously addressed this issue in similar resolutions passed by the board in 2004, 2008 and 2013; and

WHEREAS, this board deems it necessary and advisable to update its comprehensive set of financial service transaction authorizing resolutions to provide such authority in the form of a series of continuing resolutions that will vest same in the particular office, regardless of the individual serving therein; and

WHEREAS, this board hereby revokes the resolutions from 2004 and 2008 and amends the resolution from 2013.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees adopts the following continuing resolutions:

OFFICERS. Each of the president, the chief financial officer of the college, the controller of the college, the treasurer of the college, the assistant treasurer(s) of the college, the director of global and sponsored program accounting, the director of planning and budget, the executive director for education abroad—solely with respect to the college’s international programs, and the director of sponsored projects—solely with respect to governmental grant and contracting administration, is hereby designated an “authorized person”.

NATURE OF AUTHORITY. The authorized person (either individually or, where applicable, together with another authorized person) shall have and possess the fullest authority at all times with respect to such commitments or transactions authorized hereunder, including authority (without limiting the generality of the foregoing) to give written or oral instructions to financial institutions and governmental agencies with respect to said transactions; and to bind and obligate the college to and for the carrying out of any contract, arrangement or transaction which shall be entered into by any such authorized person on behalf of the college.

BANKING ACTIONS AUTHORIZED. The authorized person may:

Account Maintenance. Open, maintain and close (to include the withdrawal of any valuable effects of the college deposited with said financial institution) any accounts in the name of the college with any financial institution or institutions duly licensed to conduct a banking business.

Account Deposits. Take any monies due the college to be received and receipted for and all checks, notes, drafts and other orders for the payment of money to the college and endorsed for collection and deposit to the account of the college by said authorized person; and any depository of the college is also hereby authorized to accept checks, notes, drafts, bills of exchange, acceptances, orders and other instruments for deposit to the credit of the college whether or not endorsed in the name of the college.

Account Transfers. Wire transfers between existing college banking accounts may be made only on the order of any authorized person. Outgoing wire transfers to other than existing college brokerage or banking accounts may only be made by any one of the authorized persons in amounts less than or equal to Fifty Thousand Dollars (\$50,000.00) to any single transferee, and otherwise in conjunction with another authorized person.

Account Withdrawals. On his or her own authority, for amounts less than or equal to Ten Thousand Dollars (\$10,000.00) to any single payee, and otherwise in conjunction with another authorized person, make withdrawals by means of checks, notes and orders for the payment of money, drawn to the order of any person, firm or corporation whatsoever; and any such checks, notes and orders for the payment of money, drawn on any said account or accounts and signed by said authorized person, shall be honored by such financial institution, and said financial institution is hereby authorized and directed to pay all such checks, notes and orders so signed.

BORROWING ACTIONS AUTHORIZED. Any of the president, the chief financial officer of the college, the controller of the college, the treasurer of the college, or the assistant treasurer(s) of the college may enter into any agreements of any nature with any lender ("Lender") to a limit of Two Million Dollars (\$2,000,000.00) in any single transaction ("Limit") and those agreements will bind the college. Specifically, but without limitation, each such listed person is authorized, empowered, and directed to do the following for and on behalf of the college with respect to the transaction up to the Limit:

Borrow Money. To borrow from Lender, from time to time and on such terms as may be agreed upon between the college and Lender, such sum or sums of money as in his or her judgment should be borrowed and including capital lease obligations, up to the Limit, and to make draws on all credit lines established on behalf of the college with the approval of the board regardless of the Limit.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the college's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the college's indebtedness to Lender; and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate or otherwise encumber and deliver to Lender any property now or hereafter belonging to the college

or in which the college now or hereafter may have an interest, including without limitation all of the college's real property and all of the college's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals and extensions of such promissory notes), or any other or further indebtedness of the college to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens, encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. On his or her own authority, for amounts less than Ten Thousand Dollars (\$10,000.00), and otherwise in conjunction with another above-listed person, to draw, endorse and discount with Lender all drafts, trade acceptances, promissory notes or other evidences of indebtedness payable to or belonging to the college or in which the college may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the college's account with Lender, or to cause such other disposition of the proceeds derived therefrom as the authorized person may deem advisable.

Further Acts. In the case of lines of credit, to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the authorized person may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of these resolutions.

Single Transaction. For purpose of determining the Limit, a transaction is considered a single transaction if it is part of the same project and occurs within the same calendar year, even if divisible into separate parts or phases.

BROKERAGE TRANSACTIONS AUTHORIZED. The authorized person may establish, maintain and close one or more brokerage accounts with any duly licensed financial institution and in said accounts:

Deposit. Deposit funds and deliver for said accounts any and all forms of securities (including within the meaning of such term as used herein, but not by way of limitation, shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, option warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or

unsecured, whether represented by trust, participating and/or other certificates or otherwise), whether or not endorsed in the name of the college.

Transact. Buy, sell and trade any and all forms of securities which may be in the possession of said financial institution and which it may be carrying for the college in any of said accounts; order the transfer of record of any securities to any name selected by said authorized person; endorse any securities in order to pass title thereto; direct the sale or exercise of any rights with respect to any securities; sign for the college all releases, powers of attorney and/or other documents in connection with any such account, and agree to any terms or conditions to control any such account; direct the financial institution to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; accept delivery of any securities; appoint any other person or persons to do any and all things which any of the said officers and/or agents is hereby empowered to do; and generally do and take all action necessary in connection with the account, or considered desirable by such officer and/or agent with respect thereto.

Transfers and Endowment. Wire transfers between existing college brokerage accounts may be made only on the order of any authorized person. Outgoing wire transfers to other than existing college brokerage or banking accounts may only be made by any one of the authorized persons in amounts less than or equal to Fifty Thousand Dollars (\$50,000.00), and otherwise in conjunction with another authorized person.

Any authorized person is authorized to act on behalf of and in the name of the college in matters relating to the endowment and to specify in which investment funds assets of the college should be invested or to which they should be transferred, to specify the distribution option(s), to withdraw all or any portion of the college assets from any one or more of the investment funds, to make representations and warranties and to extend covenants binding upon the college, and generally to conduct affairs with the endowment on behalf of the college.

Derivatives and Currency Transactions. With prior approval of the Committee on Resources and prior board approval, on behalf of the college, invest in or purchase, sell and trade in investment sweep products (whether or not related to a credit product), interest or currency swaps, futures, options, collars, caps, floors, forward rate or other interest rate protection or similar arrangements or any foreign currency transaction or similar transaction providing for the purchase of one currency in exchange for the sale of another currency, equity, credit or other derivative products.

GIFT AND GRANT TRANSACTIONS AUTHORIZED. The authorized person may:

Trusts and Insurance. On behalf of the college and for its benefit, cause to be made and execute any and all gift instruments and agreements, including, but not limited to, trust agreements, lead trust agreements unitrusts, annuity trusts, pooled fund trusts and any life insurance product or products.

Grant Applications. Execute on behalf of the college grant proposals, agreements and report submissions.

Gifts and Bequests. On behalf of the college and for its benefit, to execute any and all documents relating to the receipt of gifts, bequests, grants and distributions from trusts; and as the beneficiary of life insurance policies, IRAs, other forms of retirement plans and annuities.

INTERNATIONAL PROGRAMS. Notwithstanding any provision herein to the contrary, any authorized person with respect to a particular international and study abroad program of the college, may sign checks and other authorizations to transfer specifically designated funds for such international and study abroad program.

NOTICES TO RECIPIENT. The college will promptly notify any party to whom these resolutions are certified prior to any (A) change in the college's name; (B) change in the college's assumed business name(s); (C) change in the management of the college; (D) change in the authorized person(s); (E) change in the college's principal office address; (F) change in the college's state of organization; or (G) conversion of the college to a new or different type of business entity.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The authorized person, as evidenced by the attached Incumbency Certificate, is duly elected, appointed or employed by or for the college, as the case may be, and occupies the position set opposite his or her respective name. These resolutions now stand of record on the books of the college, are in full force and effect, and have not been modified or revoked in any manner whatsoever.

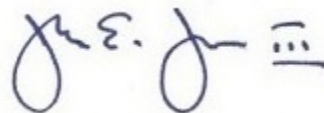
FACSIMILES. A mechanically reproduced facsimile of an authorized person's signature shall be considered an original signature, and may be fully relied upon by any depository.

CONTINUING VALIDITY. Any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved. These resolutions shall be continuing and shall remain in full force and effect, and the party to whom these resolutions are certified may rely on them until written notice of their revocation shall have been delivered to and received by such party.

CERTIFIED AND ATTESTED BY:



Karen Neely Faryniak, Secretary of the College



John E. Jones III, Chair of the Board

Real Property Subcommittee

From the Bylaws as amended and restated as of October 23, 2020 –

Section 6. (a)(1)(vi)

The Real Property subcommittee assesses instances when the President of the College deems it in the best interest of the institution to acquire real property, or to sell, mortgage, lease, or engage in the other disposition of real property of the College, or to engage in significant capital or renovation projects as defined herein. The subcommittee shall be authorized to act on behalf of the Board under the following circumstances: a) if the fair market value of the real property or the cost of the new capital or facility renovation project is \$300,000 but less than \$2,000,000, the committee may consummate the intended transaction or approve the capital or facility renovation project upon a unanimous vote of the authorized members thereof. The College administration can consummate a transaction below \$300,000 without Board or subcommittee approval; b) in all such transactions at \$2,000,000 or greater, or in any other circumstance in which the subcommittee is unable to act under the above delegation of authority, the Board retains its inherent power under law to act on behalf of the College; c) to expedite transactions, the subcommittee shall convene within 48 hours of the submission of all relevant information to it by the administration of the College; and d) the subcommittee shall be authorized to empower the President and the Vice President for Finance and Administration to execute and deliver all documents in the name of and on behalf of the College appropriate and necessary to consummate the acquisition or disposition of real estate. The subcommittee membership shall consist of the Chairperson of the Board, who shall serve ex officio without vote, the Chairperson of the Committee on Enterprise Risk Management, the Vice President for Finance and Administration, the Chairperson of the Committee on Resources, and the President of the College, who shall serve as Chair of the subcommittee.

Appendix E

Purchase Order Terms and Conditions

Any Purchase Order (“PO”) submitted by Dickinson College (the “College”) to a seller (the “Seller”) shall be subject to the following terms and conditions and is an offer which supersedes all prior communications between the parties.

Acceptance

The issuance of any form of contract document against this offer or shipment of the goods or performance of the services referenced in the PO shall constitute an acceptance of the offer and not a counter-offer and shall create a contract of sale between the parties. Provisions contained in any document issued against this offer that materially alter, add to or subtract from the provisions of this offer are rejected and shall not be a part of the contract of sale unless specifically agreed to in writing by the College.

Price

The College shall not be billed at prices higher than stated in the PO unless approved in writing by the College. Seller agrees that any price reductions made subsequent to placement but prior to payment shall be applicable to the PO. Unless otherwise provided in the PO, Seller shall bear the cost of shipping and packaging the goods.

Changes

At any time, the College may make changes in the drawings, designs, specifications, quantities, delivery schedule, methods of shipment or packaging, place of inspection or acceptance and/or point of delivery of any goods. No change shall be effective unless authorized in writing by the College. If such changes result in a delay or an increase or decrease in expense to Seller, Seller shall notify the College immediately and negotiate an equitable adjustment, provided that Seller shall, in all events, proceed diligently to supply the goods or perform the work or services referenced in the PO. No claim by Seller for such equitable adjustment shall be valid unless submitted to the College in writing within 30 days from the date of such notice of change and accompanied by an estimate of charges resulting from such changes.

Delivery

Time is of the essence hereof. Delivery of the goods must be made when specified in the PO or in written instructions issued by the College. The College may change or temporarily suspend delivery schedules. Seller shall notify the College in writing of any anticipated delay beyond the scheduled delivery date. In the event of late delivery of any goods, The College may, at its option and without any further liability hereunder, terminate the PO for cause, partially terminate the PO for cause, vary the delivery times set forth in the PO, or obtain the goods from other sources. Any losses sustained or costs incurred by the College as a result of late delivery shall be paid by Seller to the College upon demand.

Unless otherwise stated herein, all shipments shall be properly packaged to ensure safe transport and shall be shipped to the destination specified on the face hereof. All shipments shall be made F.O.B. point of destination, and title to goods, as well as risk of loss, shall pass to the College only upon delivery of goods to that point. Shipments made not in accordance with the College's routing and shipping instructions may result in a chargeback to the Seller for freight and/or other charges not expressly authorized by the College.

Inspection

The College reserves the right to inspect and approve goods and services provided by the Seller, within a reasonable time after delivery or completion. Any goods or services not in conformance with the College's specifications may be rejected and/or returned to the Seller at the Seller's expense, and payment of invoices rendered for same may be withheld pending acceptance of satisfactory product or services, at the College's sole discretion.

Warranty

Seller expressly warrants that all articles, materials, goods and services provided under this PO shall be free from defects in material and workmanship; shall strictly conform to applicable specification, instructions, drawings, data, and samples, if any, including performance specifications; if of Seller's design, shall be free from design defects; and shall be merchantable and fit for the use intended by the College. These warranties shall be in addition to all warranties, express, implied, or statutory. Neither inspection nor payment by the College shall constitute a waiver of any breach of any warranty.

Information

Drawings, data, designs, specifications, recipes and other processing and technical information supplied by the College shall remain the College's property and shall be held in strict confidences by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without the College's prior written consent and shall be returned to the College upon completion by Seller of its obligations under the PO or upon demand. Any information which Seller may disclose to the College with respect to the design, manufacture, sale, or use of the goods referenced in the PO shall be deemed to have been disclosed as part of the consideration for the PO and Seller shall not assert any claim against the College by reason of the College's use thereof. The College does not agree to indemnify Seller for infringement of any patent, trademark, copyright, or data rights.

Intellectual Property

Seller warrants that it has good and clear title to the goods furnished hereunder, free and clear of all liens and encumbrances, and that the transfer of the goods referenced in the PO or the performance of the services referenced in the PO shall not infringe the rights of any third party. Seller warrants further that as to any goods furnished hereunder which are not manufactured or processed in accordance with detailed design specifications supplied solely by the College, that it owns all right, title and interest in and to the goods, including, but not limited to all patents and copyrights.

Seller shall indemnify, defend and hold harmless the College (and its officers, employees, representatives, successors, and assignees or any of them) from and against all liability, loss, cost and expense, including reasonable attorneys' fees, arising out of or related to any claim that the College's use or possession of the goods intriques or violates the patents, trademarks, copyright, trade secrets, or other rights of any third party. The College shall give Seller prompt notice of any such suit or proceeding and shall also give Seller all necessary authority, information and reasonable assistance to enable Seller at Seller's option to settle or defend the same.

In the event that the use of said goods or any part thereof is enjoined, the College at its election may require Seller, at Seller's sole cost and expense, to: (i) Procure within 30 days for Seller the right to continue using said goods or part; (ii) Modify same so it becomes non-infringing; (iii) Replace it with non-infringing goods or parts; or (iv) Remove the goods and refund that portion of the purchase price paid hereunder therefore by the College for the goods.

Compliance with Laws

Seller shall comply with all applicable laws, rules and regulations. On request, Seller shall furnish to the College certificates of compliance with all applicable laws, regulations and orders of any governmental authority which apply to the PO Seller certifies that goods sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended, and all applicable U.S. Department of Labor Regulations promulgated thereunder, and are sold in full compliance with the Federal Trade Commission Act and the Clayton Act, as amended, and all other federal and state antitrust statutes and all rules, regulations and orders issued pursuant thereto and the Occupational Safety and Health Act of 1970, as amended, and all other federal and state occupational safety and health statutes, and all standards, rules, regulations and orders issued pursuant thereto.

Payment

Invoices may be paid according to discount terms, within 30 days after receipt and acceptance of the goods or completion and acceptance of services. Unless specified otherwise, discount periods will be computed from either the date of delivery plus 8 days allowance for inspection or the date of receipt of correct invoices prepared in accordance within the terms of the PO, whichever date is later.

Termination

The College reserves the right to cancel this PO or any portion thereof, without liability to the College for undelivered goods covered by the PO, for any reason or cause, including but not limited to the Seller's failure to (a) make delivery by the College's stated delivery date(s), (b) supply goods or services according to the College's specifications, or (c) supply goods or services at the price stated on the face hereof. In the event of termination, for cause, the College may produce, purchase or otherwise acquire goods elsewhere on such terms or in such manner as the College may deem appropriate and Seller shall be liable to the College for any excess cost or other expenses incurred by the College.

Taxes

Seller shall assume exclusive liability for all taxes on the manufacture or sale of the goods to be furnished hereunder or on any services to be rendered by Seller, and to pay any and all such taxes except those the College specifically agrees or is by law required to pay. Any taxes to be paid by the College shall be separately stated on the invoice. Prices shall not include any taxes for which Seller can obtain, or the College can furnish an exemption.

Remedies

The remedies reserved to the College herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other further remedies provided by law. No waiver of any breach to these terms shall be deemed to constitute a waiver of any other breach.

Assignment

Seller may not assign the PO or any right or obligation herein, or delegate the performance of any of its duties hereunder without the College's prior written consent. The PO, including these terms and conditions, shall bind any permitted successors and assigns. Any consent by the College to assignment shall not be deemed to waive the College's right to recoupment and/or setoff of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters without notice to its permitted successors and assigns.

Force Majeure

Either party to the PO shall be free from liability for failing to perform hereunder if such failure is due to acts of God or other causes beyond the reasonable control of the affected party. In the event that Seller is unable to perform for any such reason beyond its reasonable control, the College shall have the right either to extend the delivery dates until Seller is able to perform or to terminate the PO.

Indemnity

Seller agrees to indemnify, defend and hold the College harmless from and against any and all claims, liabilities, losses, or damages of any kind whatsoever, including consequential damages, along with all costs including attorneys' fees connected therewith, brought by or on behalf of any person or persons arising out of, directly or indirectly, the performance of the PO including these terms and conditions, including but not limited to, any breach of Seller's warranties, failure of Seller to comply with any applicable laws, and claims or actions made or brought by or on behalf of Seller's employees, agents, representative, or assigns.

Insurance

When performing services hereunder, Seller shall carry and maintain comprehensive public liability insurance, including contractual liability, products/completed operations liability, automobile bodily injury and property damage, workers' compensation, and employer's liability insurance with coverage satisfactory to the College. Prior to commencement of any services to be performed hereunder, Seller shall deliver to the College certificates of such insurance which stipulate that not

less than a 30 day notice will be given to the College prior to termination or reduction of the limits of coverage.

Entire Agreement

The PO and these terms and conditions constitute the entire agreement between the College and Seller and may not be amended unless in writing signed by representatives of the College and Seller.

Construction

The PO and these terms and conditions shall be interpreted and construed in accordance with the laws of Pennsylvania