



SECOND AMENDED AND RESTATED
OMNIBUS DELEGATION OF SIGNATURE AUTHORITY

Dated June 2, 2008
Effective December 1, 2008
Amended and Restated effective February 1, 2010
Further Amended and Restated effective October 1, 2014

WHEREAS, Article II, Section 2 of the Bylaws provides that the Chair of the Board of Trustees, in the name of and on behalf of the University, shall execute documents reflecting Board action and shall have authority, with the concurrence of the Chancellor, to delegate the signing of documents to such other officers and employees of the University as the Chair may designate in writing.

WHEREAS, to delegate signature authority as aforesaid, the Chair of the Board, with the concurrence of the Chancellor, executed an Omnibus Delegation of Signature Authority, dated June 2, 2008, effective December 1, 2008, and an Amended and Restated Omnibus Delegation of Signature Authority effective February 1, 2010 (as so amended and restated, the "Prior ODSA").

WHEREAS, it will be to the best advantage of the University to modify and amend the Prior ODSA in various respects, as hereinafter set forth.

NOW, THEREFORE, the Chair of the Board, with the concurrence of the Chancellor, does hereby delegate signature authority and does hereby modify, amend and restate the Prior ODSA to read in its entirety as follows:

PART A – SPECIFIC DELEGATIONS

1. Highest Executive Authority

A. The Chair of the Board and the Chancellor, the two of them together or either of them acting alone, shall have the authority to execute any and all contracts on behalf of the University, except that, in accordance with Article II, Section 4(a) of the Bylaws, the Chancellor shall have no authority with respect to any contracts involving the investment of University funds. The contracting authority of these two Corporate Officers will be of the highest order, and the delegation of signature authority to other officers or employees of the University, as more fully set forth below, will not operate to divest or limit the authority of the Chair of the Board and/or the Chancellor.

2. Financial Instruments

A. Securities: Purchases, Sales, and Other Transfers

1. Registered in the name of Washington University, including its organizational entities, divisions or departments: Vice Chancellor for Finance, Chief Investment Officer, Chief Financial Officer or the Treasurer, with attestation as necessary by the Secretary or Assistant Secretary.
2. Actions on proxies: Vice Chancellor for Finance or delegate, Chief Investment Officer or delegate, Chief Financial Officer or delegate, or Treasurer or delegate, with attestation as necessary by the Secretary or Assistant Secretary.
3. Custodial agreements for the deposit of University endowment assets or agreements for the lending of securities: Vice Chancellor for Finance, Chief Investment Officer, Chief Financial Officer or the Treasurer, with attestation as necessary by the Secretary or Assistant Secretary.
4. Within policies and strategies from time to time approved by the Asset Management Committee of the Board of Trustees of the University and/or the governing board of the Washington University Investment Management Company, agreements with third parties for the management and investment of University assets, including agreements for indemnification of managers or brokers for potential liability arising out of sale of stock registered in the name of third parties for the account of Washington University: Vice Chancellor for Finance or delegate, Chief Investment Officer or delegate, Chief Financial Officer or delegate, or Treasurer or delegate.

B. Financial Matters

1. Account agreements with financial institutions, checks and other negotiable instruments, wire transfers and other electronic equivalents of University checks: one signature, either handwritten or facsimile, of one of the officers or employees as listed below: Executive Vice Chancellor or delegate, Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Treasurer or delegate, Controller or delegate, or such other officer or employee that may be designated by the Chancellor.
2. Internal Revenue Service and Social Security Returns and Reports: Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Treasurer or delegate, Controller or delegate, or such other officer that may be designated by the Chancellor.

3. Credit card applications or contracts involving electronic payment / collection systems (e.g., PayPal): Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Treasurer or delegate, or such other officer that may be designated by the Chancellor.

4. Federal reimbursement requests: Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Controller or delegate, or such other officer that may be designated by the Chancellor.

5. All manner of credit or loan agreements, promissory notes, guarantees or other financial accommodations, howsoever denominated, and related agreements, whether as borrower or lender, including letter of credit applications and agreements to enter into swap or other derivative instruments, and all student financial services related agreements: Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Treasurer or delegate, Controller or delegate, or such other officer that may be designated by the Chancellor.

6. Write-off of accounts receivable, negotiable instruments or other debts: Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Treasurer or delegate, Controller or delegate, or such other officer that may be designated by the Chancellor.

7. Self-insurance fund disbursements: as provided in self-insurance trust agreements or other governing documents.

8. Third party administration of medical and spending plans: as provided in third party administration agreements.

9. Other Financial Documents: such officer or employee that may be designated by the Chancellor.

3. Real Estate

A. Sale contracts, deeds, leases, easements, subdivision, consolidation or other plats, other real estate instruments: Vice Chair of the Board of Trustees, Executive Vice Chancellor or Vice Chancellor with oversight responsibility, or Treasurer or delegate.

4. Plant Projects

A. School of Medicine

1. Contracts with design professionals (architects, engineers, consultants), contractors, construction managers, design-builders and/or

other providers of facilities-related services for the design, construction, renovation and/or maintenance of facilities owned and/or operated by the School of Medicine, after approval by, or using forms for this purpose approved in advance by, an attorney in the Office of the Executive Vice Chancellor and General Counsel: Executive Vice Chancellor for Medical Affairs or delegate.

2. Construction related contracts, letter proposals, purchase orders, architect invoices, construction applications for payment, miscellaneous invoices, change orders: Executive Vice Chancellor for Medical Affairs or delegate, Director of WUSM Design and Construction or delegate.

B. Other than at the School of Medicine

1. Contracts with design professionals (architects, engineers, consultants), contractors, construction managers, design-builders and/or other providers of facilities-related services for the design, construction, renovation and/or maintenance of facilities owned and/or operated by the University other than at the School of Medicine, after approval by, or using forms for this purpose approved in advance by, an attorney in the Office of the Executive Vice Chancellor and General Counsel: Executive Vice Chancellor or Vice Chancellor with oversight responsibility or delegate.

2. Construction related contracts, letter proposals, purchase orders, architect invoices, construction applications for payment, miscellaneous invoices, change orders: Executive Vice Chancellor or Vice Chancellor with oversight responsibility or delegate, Associate or Assistant Vice Chancellor for Facilities Planning and Management or delegate.

5. Purchasing

A. Contracts, purchase orders, personal property leases, license agreements, service or consulting agreements and items similar thereto or associated therewith, all as necessary or appropriate to meet the general purchasing and operating needs of the University: Provost or delegate, Executive Vice Chancellor or Vice Chancellor for Administration or delegate, Vice Chancellor for Finance or delegate, Treasurer or delegate, Controller or delegate, Assistant Vice Chancellor for Resource Management or delegate.

B. Contracts, purchase orders, personal property leases, license agreements, service or consulting agreements and items similar thereto or associated therewith, all as necessary or appropriate to meet the general purchasing and operating needs of a School, the CFU, department within the CFU, Auxiliary Enterprises, or department within Auxiliary Enterprises, provided the total financial commitment of the University associated with any transaction or series

of related transactions is within the approved budget of the relevant academic or administrative unit as aforesaid, and the transaction complies with all University procurement policies applicable thereto:

<u>Unit</u>	<u>Authorized Signatory</u>
School	Dean or delegate
CFU, department thereof, Auxiliary Enterprises, or department thereof	Provost or delegate, Executive Vice Chancellor or Vice Chancellor with oversight responsibility or delegate, Vice Chancellor for Finance or delegate, Treasurer or delegate, Controller or delegate, Assistant Vice Chancellor for Resource Management or delegate

C. The following must first be reviewed and approved by the Treasurer or delegate: (i) all leases for personal property having a value of \$100,000 or more, and (ii) all contracts, purchase orders, licenses agreements, service or consulting agreements or similar items as described in subsections A or B above pursuant to which the University shall make payments in multiple installments extending significantly beyond milestones / dates normally associated with the period of performance of the supplier / vendor / service provider.

6. Research / Technology Transfer

A. License agreements or other agreements for the transfer of technology (whether for cash, securities or other consideration), material transfer agreements, sales or service agreements, and related agreements to support the technology transfer functions of the University: Provost or delegate.

B. Contracts and grants for research, training, service and similar projects, sales or service agreements, and related agreements to support the research functions of the University: Vice Chancellor for Research or delegate.

7. Academic appointments, employment, benefits

A. Certain plans or types of agreements of this nature may require the signature of more than one Corporate Officer of the University, as set forth in the plan or agreement. Consult the Vice Chancellor of Human Resources or designate for further guidance.

B. Subject to the foregoing, signature authority for specific items shall be as follows:

1. Letters for appointment with tenure, promotion with tenure, granting of tenure: Chancellor.
2. Other offer/appointment/reappointment letters for all faculty:
 - a. Danforth Campus faculty: Provost, or, if so delegated, Dean of the relevant School and/or Chair of the relevant Department.
 - b. School of Medicine faculty: Dean of the School of Medicine, or, if so delegated, Chair of the relevant Department.
3. Severance agreements, non-compete agreements and other employment-related contracts for all faculty:
 - a. Danforth Campus faculty: Dean of the relevant School, or, if so delegated by such Dean, Chair of the relevant Department;
 - b. School of Medicine faculty: Dean of the School of Medicine, or, if so delegated, Chair of the relevant Department and/or Associate Vice Chancellor for Clinical Affairs.
4. Employment offers for staff employees (including research staff and non-faculty academics) howsoever designated not described in subsections 7.B.1 through 7.B.3 above (“Staff”): the relevant manager or principal investigator, following compliance with all applicable procedures of the Human Resources Office and after obtaining all necessary approvals within the relevant School, Department within a School, the CFU, department within the CFU, Auxiliary Enterprises, or department within Auxiliary Enterprises.
5. Severance agreements, other employment related agreements for Staff: Vice Chancellor for Human Resources, or, for an employee in a School or Department within a School, the Dean thereof, or, for an employee in the CFU, department within the CFU, Auxiliary Enterprises, or department within Auxiliary Enterprises, the Executive Vice Chancellor or Vice Chancellor with oversight responsibility thereof.
6. Leave letters for Staff: the relevant manager, following compliance with all applicable procedures of the Human Resources Office.
7. Union contracts, contracts involving benefit programs, contracts with search firms or placement agencies, contracts for employment or human resources consulting services: Vice Chancellor for Human Resources or delegate.

8. Gifts
 - A. Gift instruments and other agreements and acknowledgments related to gifts and/or fundraising: Chancellor or delegate, Executive Vice Chancellor for Alumni and Development Programs or delegate.
9. External audit services
 - A. Requests for proposals, acceptances and agreements for financial statement, A-133 or other primary WU audits: Chair of the Audit Committee of the Board of Trustees, Vice Chancellor for Finance or delegate, Chief Financial Officer or delegate, Controller or delegate.
10. Legal Affairs
 - A. Contracts or agreements for external legal services of any kind: Executive Vice Chancellor and General Counsel or delegate.
 - B. Settlement agreements: the Dean of the relevant school or Executive Vice Chancellor or Vice Chancellor of the relevant CFU department, with the approval and recommendation of the Executive Vice Chancellor and General Counsel or delegate; in the alternative, as may be necessary to conclude pending proceedings, the Executive Vice Chancellor and General Counsel or delegate, with the approval and recommendation by the Dean of the relevant school or Executive Vice Chancellor of the relevant CFU department.
11. Information Systems and Technology
 - A. Contracts, purchase orders, personal property leases, license agreements, service or consulting agreements and items similar thereto or associated therewith, all as necessary or appropriate to meet the general purchasing and operating needs of the Information Services and Technology Department (excludes contracts with search firms or placement agents which must be signed by the Vice Chancellor for Human Resources or delegate): any Executive Vice Chancellor or delegate, Vice Chancellor and Chief Information Officer or delegate.
12. International Affairs
 - A. Contracts, purchase orders, affiliation agreements with other educational institutions, employment agreements, real or personal property leases, license agreements, service or consulting agreements and items similar thereto or associated therewith, all as necessary or appropriate to meet the international and study abroad objectives of the University: Chancellor or delegate, Provost or delegate, Dean of the relevant School or delegate, any Executive Vice Chancellor or delegate, Vice Chancellor for International Affairs or delegate.

13. Contracts involving University trademarks
 - A. Contracts or agreements of any kind or nature whatsoever that involve the name, logo, mascot or other trademarks of the University (including on behalf of any of its Schools, Departments or Divisions): Chancellor, any Executive Vice Chancellor or any Vice Chancellor, following review and approval by each of (1) Vice Chancellor for Public Affairs, and (2) an attorney in the office of the Executive Vice Chancellor and General Counsel.
14. Agreements with BJC Health System or Member Hospitals Thereof
 - A. Any and all contracts or agreements by and between the University, on behalf of its School of Medicine, on the one hand, and one or more of Barnes-Jewish Hospital, St. Louis Children's Hospital, BJC Health System or other BJC member hospitals, on the other hand: Executive Vice Chancellor for Medical Affairs or delegate, and subject to the requirement, to assure compatibility with existing affiliation agreements and principal contracts, that all contemplated contracts and agreements within the scope of this Section 12 must be brought to the attention of the Executive Vice Chancellor for Medical Affairs, or an appropriate member of his/her staff, when discussions are first initiated between the School of Medicine (including any department or division thereof) and one or more of Barnes-Jewish Hospital, St. Louis Children's Hospital, BJC Health System or other BJC member hospitals.
15. Separate Business Entities
 - A. Documentation to form, create, register, establish, or change the purpose of a separate corporation, partnership, limited liability company or other business entity in which the University has or will have five percent (5%) or more ownership or control, following review and approval by the Chief Financial Officer, Executive Vice Chancellor & General Counsel and Chancellor: Executive Vice Chancellor, Vice Chancellor, Chief Financial Officer or Treasurer.
16. Miscellaneous Contracts
 - A. Miscellaneous contracts involving the School of Medicine not specifically addressed elsewhere herein: Executive Vice Chancellor for Medical Affairs or delegate.
 - B. Miscellaneous contracts not involving the School of Medicine not specifically addressed elsewhere herein: Chancellor or delegate, Provost or delegate, Executive Vice Chancellor, Vice Chancellor or other Corporate Officer with oversight responsibility or delegate.

C. Business Associate Agreements and Addenda thereto required by the Health Insurance Portability and Accountability Act of 1996: Executive Vice Chancellor or Vice Chancellor with oversight responsibility, Assistant Vice Chancellor for Resource Management or HIPAA Privacy Officer.

PART B – GENERAL

The foregoing delegation of signature authority is subject in its entirety to the following:

1. The foregoing supersedes and replaces all prior delegations of signature authority.
2. Delegation of signature authority may be modified or revoked by the Chair and/or the Chancellor or their respective successors in office with or without cause at any time.
3. Delegation of signature authority to any employee identified by name (or by name and title) shall automatically expire and terminate if at any time such employee ceases to hold office in good standing as an employee of the University in the position identified therein.
4. Delegation of signature authority to any employee identified by title only (as opposed to by name, or by name and title) shall remain in effect and automatically vest in successors in office in the position so identified.
5. Delegation of signature authority is subject to the requirement in each instance that the Board of Trustees and/or the appropriate committee(s) thereof shall first have approved the particular agreement, contract or other item, or the relevant terms of the transaction associated therewith, to the extent so required by applicable University policy.
6. Where the Board of Trustees or any committee thereof specifically delegates signature authority to one or more Corporate Officers or other employees of the University to sign a particular document, such delegation shall be considered to be exclusive and to supersede any general delegation of signature authority pursuant to this Omnibus Delegation of Signature Authority or any Subdelegation executed pursuant hereto.
7. Except as expressly provided to the contrary herein, the delegation of authority may not be further subdelegated or assigned to any other person.
8. A Subdelegation must be in writing, in the form attached below, approved by an attorney in the Office of the Executive Vice Chancellor and General Counsel, and approved by the relevant Corporate Officer as indicated by his or her signature thereon. The executed original copy of each Subdelegation shall be held and maintained by the Secretary of the Board of Trustees. A photocopy of each shall be sent to and maintained by each of the Controller and the Executive Vice Chancellor and General Counsel.
9. The particular agreement, contract or other item shall, *to the extent necessary or appropriate*, have been approved by, or shall conform without material modifications to a form for the relevant purpose approved in advance by, an attorney in the Office of the Executive Vice Chancellor and General Counsel, as indicated by his / her initials or other written approval (which can include e-mail).

Prior review and approval by a University attorney shall be considered necessary or appropriate where the agreement, contract or other item, or any clause therein, presents actual or potential legal risks or considerations beyond the common business knowledge of business or academic officers. This includes any agreement:

- by the University to indemnify another party
- by the University to maintain the confidentiality of any information
- whereby the recourse of the University or the liability of another party is expressly limited or released
- relating to legal proceedings (e.g., governing law, venue, arbitration, mediation)
- relating to real estate or intellectual property, such as patents, copyrights, trade names or trademarks (and especially if it involves the name or logo of the University)
- for borrowing, lending or guarantee of money or the grant of collateral or other security
- relating in any way to claims asserted against the University or by the University against another party
- affecting the structure or organization of any business entity
- with unusual tax consequences
- significantly affecting the terms of employment of any University employee
- whereby another party is granted exclusive rights
- that impacts an individual Trustee or Corporate Officer of the University, or in which there may otherwise be a conflict of interest

The foregoing is not an exhaustive list. There may be any number of other agreements or clauses for which legal review is necessary or appropriate. Conversely, submitting every routine item for review by an attorney will overburden the available legal resources of the University and result in inefficiencies. University personnel must exercise sound judgment, based on past experience, and should, if in doubt, consult with legal counsel on whether review is warranted. The attorneys in the Office of the Executive Vice Chancellor and General Counsel are under instructions not to approve a contract unless sufficient time has been allowed to review it. A contract must be presented in a timely manner for review and approval.

10. In the case of a center, that is, an academic program or initiative operated or conducted jointly by two or more Schools, delegation of signature authority may be implemented by a single Subdelegation executed by the Deans of each of the participating Schools that is otherwise in compliance with the terms and provisions of this Omnibus Delegation of Signature Authority.

So designated, effective the day and year first set forth above.

By: Craig D. Schnuck
Name: Craig D. Schnuck
Title: Chair of the Board

I concur in the foregoing, effective the day and year first set forth above.

By: Mark S. Wrighton
Name: Mark S. Wrighton
Title: Chancellor

Receipt of the foregoing is hereby acknowledged, this 15th day of OCTOBER,
2014.

By: Ida H. Early
Name: Ida H. Early
Title: Secretary to the Board of Trustees

Photocopy to:

Michael J. Dunlap, Controller
Michael R. Cannon, Executive Vice Chancellor and General Counsel

SUBDELEGATION

This Subdelegation is executed pursuant to the Washington University Omnibus Delegation of Signature Authority, the terms and conditions of which are incorporated herein by reference. Signature authority is hereby delegated:

From: Name: _____

Title: _____

To: Name: _____ [see paragraphs 2 & 3 below]

Title: _____

For: _____ [description of contract(s) / transaction(s)]

See attached list / description

Total financial commitment of the University associated with any transaction or series of related transactions may not exceed \$ _____

1. Delegation of signature authority to any Corporate Officer or employee at any level may be modified or revoked by the Chair and/or the Chancellor or their respective successors in office with or without cause at any time.
2. Delegation of signature authority to any employee identified by name (or by name and title) shall automatically expire and terminate if at any time such employee ceases to hold office in good standing as an employee of the University in the position identified therein.
3. Delegation of signature authority to any employee identified by title only (as opposed to by name, or by name and title) shall remain in effect and automatically vest in successors in office in the position so identified.
4. Delegation of signature authority is subject to the requirement in each instance that the Board of Trustees and/or the appropriate committee(s) thereof shall first have approved the particular agreement, contract or other item, or the relevant terms of the transaction associated therewith, to the extent so required by applicable University policy.
5. Where the Board of Trustees or any committee thereof specifically delegates signature authority to one or more Corporate Officers or other employees of the University to sign a particular document, such delegation shall be considered to be exclusive and to supersede any general delegation of signature authority pursuant to the Omnibus Delegation of Signature Authority or any Subdelegation executed pursuant thereto.
6. Unless expressly provided to the contrary, a delegation of authority may not be further subdelegated or assigned to any other person.

Approved by OGC attorney (initials): _____

Signed, this ____ day of _____, 20 ____.

Executed original delivered to Secretary to Board of Trustees: _____

Photocopy delivered to Controller: _____

Photocopy delivered to OGC: _____