



## DELEGATION OF AUTHORITY 1-05

Vice President for University Advancement and  
Executive Director of the FGCU Foundation, Inc.  
University Advancement

On May 10, 2016, in the Resolutions for Presidential Authorizations and subsequent amendments, the Florida Gulf Coast University Board of Trustees authorized the President to, among other things, manage and administer the University and to exercise all of the powers, duties, and authorities of the University, except to the extent that such powers, duties, and authorities are required to be exercised by the Board or the BOG according to their respective resolutions, regulations, operating memoranda, and policies, and/or applicable law.

Effective July 25, 2019, I hereby designate the Vice President for Advancement as my designee to continue the following purposes:

### A. Agreements

#### 1. General

- a. You are my designee for purposes of administering and executing agreements related to University Advancement and the Foundation. Notwithstanding, this delegation does not encompass procurement contracts. Procurement contracts are defined as any contract which requires the University to pay for services rendered or material received.
- b. In accordance with FGCU Policy 1.013, Contract Review, any document covered under this delegation which the designee would like to execute must be on a form previously approved by the Office of the General Counsel. If it is not on a preapproved form, such contract must have been reviewed by the General Counsel's office before it can be executed.
- c. This delegation is effective provided that funds are available and the contracts are issued in accordance with law and University regulations, as well as FGCU Foundation, Inc. Bylaws. Certain types of transactions will require the approval and/or signature of the Foundation Board Chair and/or other appropriate officer.

#### 2. Trademark License and Use Agreements

You are also my designee for the purposes of administering and executing license/use agreements relating to the use of FGCU's trademark and logos. These agreements are construed to include, but not be limited to, contracts, memorandums of understanding, leases, licenses, memorandums of agreement, forms, letters or agreement, applications, and extensions and renewals thereof, relating to University related trademarks and logos.

## **B. Foundation Gifts**

As to the Foundation, any gift with terms or conditions affecting an academic program shall be accepted only with the concurrence of the Provost or designee. Gifts of real estate or interests in real property, shall be accepted only with the concurrence of the Vice President for Administrative Services or designee.

## **C. Personnel Actions**

1. I am also delegating to you, as Vice President for University Advancement, the authority to approve personnel actions for employees within your assigned area of responsibility. Your approval of personnel actions under this authority should include a review of the request by the offices of General Counsel, Human Resources, University Budget, and Institutional Equity and Compliance, as appropriate.
2. It is essential that you inform me of all modifications to the terms and conditions of employment related to any employee who reports directly to you.

**This delegation is effective immediately and supersedes any previous delegations relating to these subject matters. This delegation may not be redelegated.**

*History*

*New 07/25/19*

**APPROVED**

\*s/Michael V. Martin

Michael V. Martin, President