



eProcurement Memorandum of Understanding

For Access to the On-Line Purchasing System

This Memorandum of Understanding (MOU) is between the Procurement Department and the Controller's Office (hereinafter referred to as "Finance") and the Department and its designated Purchasing Operator (Data Entry Operator, Approver, Receiver, Inquirer), who is fully supported in honoring this MOU by their Department Head/Chair.

Finance authorizes the Department and its designated Purchasing Operator to purchase goods and services that are valued at less than \$1,000 per purchase without the prior approval of Finance in accordance with the guidelines contained in this Memorandum of Understanding.

This memorandum is in effect from the date of approval by Finance and will continue until such time as access is terminated for the Purchasing Operator.

Department and Authorized Purchasing Operator Responsibilities and Understanding

- 1. The Department and Purchasing Operator who conduct purchasing activity agree to abide by State laws, University Board of Trustee policies, University purchasing policies, and other applicable policies or laws. No authorized Purchasing Operator shall engage in or permit any illegal or improper purchasing practices. The Department and Purchasing Operator further agree to become familiar with, and utilize, the University Purchasing and Accounting Manuals, and purchasing and accounting procedures, and to attend purchasing and accounting training sessions as deemed appropriate by Finance. See http://www.umass.edu/procurement, and http://www.umass.edu/aco
2. The Department and Purchasing Operator agree to purchase goods or services available under contract whenever possible and to reference such contracts on ePro requisitions when applicable. For supplier information and contract details go to the Procurement Department Web Site - http://www.umass.edu/procurement.
3. The Department and Purchasing Operator agree to use the UMass Marketplace for purchases whenever possible.
4. The Department and Purchasing Operator agree to use the Procurement Credit Card (Procard),

- whenever appropriate, for those items that are not available on the UMass Marketplace.
5. The Department and Purchasing Operator understand that an eProcurement requisition number is invalid as a means to authorize a purchase with a vendor. Only a dispatched purchase order number is considered to be a valid means to authorize a purchase. Both parties agree not to release eProcurement requisition numbers to vendors as a means to purchase goods or services under any circumstances.
6. The Department and Purchasing Operator understand that all purchases of upholstered seating must meet the Cal 133 fire regulation.
7. The Department and Purchasing Operator agree that the following purchases require the additional approval of the areas noted below, regardless of dollar amount, and further agree to reference the appropriate account in the chartfield distribution for each line item, to insure proper workflow routing:

Table with 3 columns: Purchase Type, Approval Required by, Account Codes. Rows include Alcoholic Beverages, Ammunition, Animals, Live Laboratory, Construction & Renovation, Entertainment, Printing (off campus), Government Tax-Free Alcohol, Insurance, Leased Space (Off Campus), Radioactive Materials, Rental, Lease, Lease-Purchase, State Funds, All Purchases, Tradespersons, Weapons.

- 8. The Purchasing Operator understands that all employee reimbursements must be done outside of the on-line purchasing system, and in accordance with established University policy for the respective type of reimbursement. See Board of Trustee Business Expense Policy, http://media.umassp.edu/massedu/policy/FiscalBusinessExpense.pdf, and Item 11, Restrictions, on the reverse hereof.
9. The Purchasing Operator understands that the purchase of any material or service that relates to a building alteration, such as room air conditioners,



wall-to-wall carpet, water fountains, electrical, carpentry, plumbing, etc., must be done through the Physical Plant.

- 10. The Purchasing Operator (Receiver) agrees to promptly acknowledge the receipt of goods in the on-line purchasing system when the category assigned to the purchase order line requires a receipt and the total value of the purchase order is \$1,000 or greater.

Restrictions

- 11. The Purchasing Operator agrees not to apply for a direct payment, or use their authorization for access to the on-line purchasing system, for the following types of transactions:
 - Services performed by employees
 - Goods purchased from employees
 - Services/goods purchased for the University from any vendor in which a University employee or an immediate family member (spouse, parents, spouse's parents, children, brothers and sisters), or a business any of those named are closely aligned with, in which they have a financial interest
 - Any purchase that is inappropriate for the budget charged
 - Services from an outside vendor that are available in house; for example, janitorial, electrical, carpentry, etc.
 - Monetary gifts or monetary awards, including gift cards, to students, employees, or any other individuals
 - Political contributions, or anything that may be construed as support to a political cause
 - Purchases of items/services that will be used for other than University business.
 - Personal reimbursements for furniture/equipment/services/supplies
 - Multiple eProcurement purchase requisitions in the same 30 day period to a non-contract vendor that, when totaled, exceed \$5,000
 - Any purchase that constitutes fraud

Quality Assurance Program

- 12. The Department and Purchasing Operator understand that any purchases that are valued at less than \$1,000 may be reviewed on a post review basis by the Quality Assurance Team from Finance. It will be up to Finance to determine the appropriate course of action that will be taken to remedy any improprieties that may be found. In the case of fraud, legal action will be taken.

- 13. The Department and Purchasing Operator agree to provide the Quality Assurance Team with any records that may be required to support the purchase(s) in question within five business days of the request or immediately, if deemed necessary by Quality Assurance.
- 14. The Department Head/Chair agrees to furnish a copy of this memorandum to each departmental Requester who initiates purchases and to explain to the Requester that should it be determined by Finance that any of the terms of this memorandum have been breached, the \$1,000 delegation may be rescinded for all purchases against his/her funds.
- 15. The Department Head/Chair understands that should access to the on-line purchasing system be revoked for a Purchasing Operator, in whole, or in part, it will be the responsibility of the Department Head/Chair and the Department Head/Chair's Executive Financial Officer to locate another resource within their budgetary unit to fulfill the Department's purchasing needs.

Exceptions to any of the terms and conditions of this memorandum must be obtained, in writing, from the Procurement Department or the Controller's Office, as appropriate.

Acceptance of Terms and Conditions

By signing below I acknowledge that I have completed all the required training and that I have read and understand all applicable procurement/accounting policies and procedures. I further agree that I will comply with the requirements listed in this Memorandum of Understanding. I understand that failure to comply with these policies and procedures can result in revocation of my authorization to enter or maintain eProcurement requisitions.

Department Name	
Authorized Purchasing Operator	(Print Name)
Authorized Purchasing Operator - Signature	Date
Department Head/Chair	(Print Name)
Department Head/Chair - Signature	Date
Procurement Department - Signature	Date
Controller's Office - Signature	Date