DESIGNATED USER RESPONSIBILITIES

BY SIGNING THIS AGREEMENT AS DESIGNATED USER, I agree to the following terms and conditions:

1. AUTHORIZED PURPOSE:
   I agree to use the OUS Procurement Card and Ghost Account only for authorized purposes of OUS. Authorized purposes are defined as purchases which further the business of the state. For purposes of this paragraph, a purchase will further the business of the state only when the purchase:
   
   i) Is authorized by statute and by OUS policy, rule or procedure;
   
   ii) Will promote or support the lawful operation of OUS; and
   
   iii) May be paid by public funds that are currently available to OUS, by extension, to my department, by appropriation, expenditure limitation or other authority for the purpose of the purchase.
   
   I have access to all associated policies and guidelines including the OUS Fiscal Policy Manual, Section 70.100 http://www.ous.edu/cont-div/fpm/proc.70.100.php and the Chancellor’s Office Business Policies and Procedures, Section 25.10 Procurement Cards and Ghost Accounts http://www.ous.edu/cont-div/cobpp/25.10_procurementcards.php.
2. STATUTORY COMPLIANCE:
I understand that making purchases with the card or ghost account obligates State funds. I recognize my responsibility to comply with ORS 293.295 in so obligating State funds, and to comply with ORS 244.040, the Code of Ethics for State Employees. When in doubt, the following questions may help assure compliance:

i) Is this a legal obligation for the State to incur?
ii) Is this obligation a responsible and appropriate use of these funds for the Oregon University System and for the State as a whole?
iii) Have the goods been received by OUS and did we receive full value as requested?
iv) Are there adequate budget resources available now to allow us to incur this obligation?
v) Will this obligation pass the public perception test, i.e., would I be comfortable if I saw this transaction written up on the front page of the newspaper?
vi) Am I willing to approve this obligation knowing that I am fully responsible?

If I cannot answer each of the above questions in the affirmative, I will consult the OUS Procurement Card Administrator, or forgo the transaction.

3. EXCLUSIONS:
I will not use the card or ghost account for personal purposes that benefit me or another person; or for any purpose that does not further the business of the state as defined under Authorized Purpose in Section 1.

**Procurement Card:** I will not use the procurement card for the following:
- Cash advances
- Common carrier fares (e.g., airlines, railroads)
- Travel costs (39XXX account codes) with the exception of conference hotel reservations and payments, and rental car reservations
- Capital outlay (40XXX account codes) with the exception of library purchases (account code 40190)
- Purchases subject to 1099 and W-2 tax reporting (see itemized list in section 70.240 of the OUS Fiscal Policy Manual)

**Ghost Account:** I will not use the ghost account for purchases other than common carrier fares (e.g., airlines, railroad

4. ACCOUNTABILITY:
I will protect and control the card and ghost account number at all times. I will not give the card number to anyone except authorized OUS personnel or over the phone when making an authorized purchase. All purchases I make will be within the established credit limit. I understand that all charges associated with this card will be paid from my department's approved budget. Upon completing an authorized purchase I will return all charge slips, merchant receipts, photocopies of mail order and telephone order forms, and packing slips to the Card Custodian. I will return the card to the custodian for safekeeping when I am not actively using the card.
5. LOSS OR THEFT:
If the card is lost or stolen, I will immediately notify US Bank at 1-800-344-5696. I will also notify the Card Custodian. I understand that no consumer protection clause covers the loss or theft of this card and that I will continue to be responsible for all transactions until such time as a loss or theft is reported to the Bank by phone or in person.

6. CARD OWNERSHIP:
I understand that the VISA card belongs to US Bank and I will immediately surrender it when I leave OUS employment or if I no longer will use the card. The Procurement Card Administrator will make a reasonable attempt to recover the card from me if I am an unauthorized or terminated employee. I am responsible for any costs in that effort and agree to pay such costs from any funds owed me by OUS, subject to due process. The Procurement Card Administrator may assist in efforts to prevent any unauthorized card use and in any legal action against me.

7. PENALTIES:
Violation of the OUS Procurement Card policies will be grounds for my immediate surrender of the card and permanent loss of my card and ghost account purchasing privileges. Violations may also be grounds for personal liability; disciplinary action, up to and including dismissal; and criminal sanctions.

Any inappropriate or personal purchases become my personal liability for which I will make immediate and complete reimbursement, including any accrued interest, to OUS. Amounts not properly reimbursed by me can be withheld, in total, from my next paycheck. I agree that my acceptance of the procurement card authorizes OUS to make such withholding automatically from any amount due me by OUS, subject to due process.

8. CREDIT LIMIT:
I am responsible to see that total charges made on the procurement card do not exceed the defined credit limit. Any charge made by the bank for exceeding the limit will be charged to my department and may be charged to me personally. A pattern of credit limit abuse will be cause for loss of my card and ghost account privileges.

9. TRAINING:
I have completed OUS training on policies and procedures for using the procurement card and ghost account.
THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. EACH WILL RETAIN A COPY FOR REFERENCE. SUBSEQUENT ADDENDA OR AMENDMENTS WILL BE IN WRITING, SIGNED BY ALL PARTIES, AND ATTACHED HERETO.

CUSTOMER:

(Signature)   (Date)   (Printed Name)

USERS:

(Signature)   (Date)   (Printed Name)

(Signature)   (Date)   (Printed Name)

(Signature)   (Date)   (Printed Name)

(Signature)   (Date)   (Printed Name)

(Signature)   (Date)   (Printed Name)

(Signature)   (Date)   (Printed Name)