

October 5, 2021

Dr. Elizabeth Chilton
Provost and Executive Vice President
Washington State University
436 French Administration Building
Pullman, WA 99164-1046

Dear Dr. Chilton:

Pursuant to RCW 28B.10.528 and the authority conferred on me by the Washington State University Board of Regents, I delegate to you the authority to negotiate, execute, and administer the following agreements on behalf of Washington State University that are related to your duties as the Provost and Executive Vice President:

- Settlement agreements regarding any and all legal claims, provided that all of the following conditions are met: 1) the cost of such agreements shall not exceed \$300,000 per instrument; (2) the availability of funds has been determined and designated; 3) the agreement has been approved as to form by the Office of the Attorney General; and 4) Finance and Administration and Human Resource Services, respectively, have reviewed the agreement for payment distribution timing and, where necessary, benefit consideration. Please consult with me regarding any particularly sensitive or difficult cases prior to approving a proposed settlement.
- Interagency agreements, cooperative agreements, and similar agreements, with federal, state, and local governments and other public entities, and with educational institutions (including school districts), for the purpose of carrying out WSU academic programs, provided that both of the following conditions are met: 1) the agreements do not exceed a cost or revenue of \$50,000 per instrument; and 2) the agreements have been approved as to form by the Office of the Attorney General.
- Template agreements for performers or speakers, which templates have been approved by Real Estate and Business Operations and the Office of the Attorney General, where the total cost to the University is less than \$10,000 per instrument.

Any changes to template agreements must be approved by Real Estate and Business Operations prior to implementation.

- Agreements providing for the acceptance of gifts or bequests by the University, provided such agreements are co-signed by a duly authorized representative of the Washington State University Foundation.

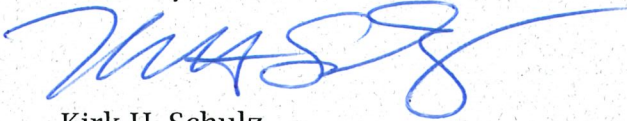
In addition to the above, I delegate to you the authority to exercise, in the event of my death, incapacitation, or extended absence, all contracting authority granted to me by the Washington State University Board of Regents.

The following conditions and limitations apply to the authority delegated pursuant to this letter:

- You are not authorized to execute agreements not specified herein.
- You may not exercise this contracting authority unless you have attended all training required by Finance and Administration, Purchasing Services, and the Washington Department of Enterprise Services, including periodic refresher trainings.
- You must follow all University policies and procedures and applicable laws pertinent to the exercise of this contracting authority.
- You must seek assistance from Real Estate and Business Operations and/or Purchasing Services on agreements that involve the receipt, transmission, back-up, or storage of legally protected data, or that involve the security of data.
- You must seek assistance from Real Estate and Business Operations and/or Purchasing Services on agreements that involve the obligation, on the part of either party, to hold harmless or indemnify the other party, to be liable for any claim or damages, or to waive any legal claim.
- You are required to seek guidance on any particularly sensitive or difficult matters as appropriate.
- Any agreement for goods or services exceeding the statutory "Direct Buy Limit" (currently \$10,000 but subject to change) must be competitively awarded or sole source justified through Purchasing Services.
- This delegation will remain in effect until the earlier of (a) three years from the date of issuance specified above, (b) your transition from the position specified above, or (c) my revocation of this delegated authority.

This delegation of authority is effective immediately. By exercising this authority you acknowledge that you understand the scope, limitations, and conditions of your delegation. I know you will use sound judgment in the execution of these responsibilities.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Schulz', with a long horizontal flourish extending to the right.

Kirk H. Schulz
President

cc: HRS Personnel File
Office of Finance and Administration
Office of Purchasing Services
Office of the Attorney General