



Michael V. Drake, MD
President

Office of the President
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Oakland, CA 94607

universityofcalifornia.edu

June 13, 2025

CHANCELLORS

LAWRENCE BERKELEY NATIONAL LABORATORY DIRECTOR
EXECUTIVE VICE PRESIDENT – CHIEF OPERATING OFFICER
VICE PRESIDENT – AGRICULTURE AND NATURAL RESOURCES

Delegation of Authority – Execution of Agreements

Effective as of the date above, the authority granted to the President under Standing Orders of The Regents 100.4(dd) to negotiate and execute various agreements¹ required with outside organizations, agencies, and individuals to implement approved programs and activities, is hereby delegated to you, within your areas of responsibility. This delegation is applicable whether the University is the supplier or recipient of the service covered by the agreement.

Within the scope of this delegation, you are authorized to negotiate and execute all such agreements except those which: contain provisions falling within the restrictions and limitations set forth in Standing Order 100.4(dd), require approval of The Regents because of specific Regental policy, or require approval by the President pursuant to specific memoranda issued from time to time.

Standing Order 100.4(dd)(9) generally prohibits UC from assuming third party liability; however, you may execute State of California Standard Agreements which include an indemnity clause under which the University assumes liability for the conduct of persons other than University personnel.

This delegation is *not* to be used for transactions which are covered under authority delegated concerning:

- the execution of purchase contracts, subcontracts, and standard purchase orders for goods and services to be supplied to the University (UC DA 2660).
- Real property rental agreements (leases) (UC DA 2629).
- Solicitation and acceptance or execution of certain extramural grants and contracts including Other Sponsored Activities² as defined in (UC DA 2569).
- Affiliation agreements with other institutions or hospitals (UC DA 0916).
- Solicitation and acceptance of gifts (UC DA 2631).

¹ As used in this delegation the term “agreement” also includes “contracts”

² See [Contract and Grant Manual, Section 8-240](#) for distinction between sales and services and public services and other types of Other Sponsored Activities (see also Section 8-230 regarding extramural awards more generally).

CAMPUSES

Berkeley
Davis
Irvine
UCLA
Merced
Riverside
San Diego
San Francisco
Santa Barbara
Santa Cruz

MEDICAL CENTERS

Davis
Irvine
UCLA
San Diego
San Francisco

NATIONAL LABORATORIES

Lawrence Berkeley
Lawrence Livermore
Los Alamos

- Those delegations established in Business and Finance Bulletins such as BUS-43, Purchase of Goods & Services; Supply Chain Management.
- University policies such as the University of California Policy on Inventions, Patents, and Innovation Transfer or the University of California Policy on Copyright Ownership.

This delegation to negotiate and execute agreements includes, but is not limited to, the following types of agreements:

- Agreements for concerts, lectures, rental of films, and various theatrical or musical productions.
- Agreements with California schools and/or school districts.
- Agreements with outside agencies covering the use of facilities and instructors for regular University courses.
- Memoranda of Understanding with counties of the State of California to conduct Cooperative Extension Service educational programs.
- Agreements with outside organizations for employee development assignments.
- Agreements with nonprofit agencies for employment of students under the Work-Study Program.
- Intercollegiate athletic agreements³.
- Continuing Education programs.
- Sponsorship agreements.
- Non-Disclosure agreements.
- If allowed by your Location, letters of intent, memoranda of understanding or other types of non-purchase agreements that relate to the same subject matter of any of the agreements described above (e.g., This delegation would apply to a letter of intent associated with a concert agreement).

All agreements under this delegation must be executed in accordance with the applicable University policies and procedures governing the particular transaction, including, but not limited to, *Business and Finance Bulletins*, University policies, and relevant guidelines issued by the appropriate functional areas within the Office of the President.

Unless pre-approved UC standard template agreements are used, it is the delegated authority's responsibility to ensure applicable subject matter experts⁴ have reviewed and approved the terms of the agreement.

The authority provided by this delegation is broad and should be exercised with discretion. Therefore, redelegation should be limited to appropriate levels of

³ Intercollegiate athletic agreements include agreements entered into between the University and other entities that are related to the University's intercollegiate athletic programs, such as broadcasting/media rights, conference membership, games, and Name Image and Likeness, but exclude employment contracts (e.g., coaching contracts).

⁴ For any non-standard terms (i.e., terms other than on UC pre-approved templates), business units must request review and approval from the applicable subject matter expert(s), such as local campus managers responsible for data security and privacy, risk, intellectual property, accessibility; and as applicable request review by local campus counsel or UCOP Counsel for non-standard legal terms.

authority. Any redelegation will be in writing, with a copy to the UC location's delegation coordinator or policy office.

This delegation is effective immediately and supersedes President Gardner's December 30, 1991 delegation to the Chancellors, Administrative Vice Chancellors, and Vice President-Agriculture and Natural Resources (DA 1058), which superseded President Saxon's April 25, 1980, delegation to Chancellors, the Vice President--Agriculture and University Services, the Executive Assistant to the President, and the Vice President--Financial and Business Management on the same subject (DA 0668).

Sincerely,

A handwritten signature in black ink that reads "Michael V. Drake". The signature is fluid and cursive, with a large, stylized "D" at the end.

Michael V. Drake, MD
President

cc: Division Leaders
Associate Vice President Williams
Principal Counsel Zonana
Principal Counsel Ngai
Associate Director Roots
University Policy Office