

Purchasing Card Responsibilities and Agreement

Employees, Supervisors, and Cost Center Managers have a responsibility to ensure that University systems, procedures, and processes are being used appropriately. Cardholders are financially responsible for proper use of the Purchasing Card (PCard) and for submitting documentation in Workday on time. Misuse of the Purchasing Card is a serious offense which may lead to disciplinary action including but not limited to termination. For details, view the [Purchasing Cardholder User's Guide](#).

The applicant must email this document to [Corporate Card Services](#) before proceeding with the application process. In the email title field, type "I accept the Purchasing Card responsibilities."

Cardholder responsibilities include but are not limited to:

- **UM Policy Updates** - Cardholders are responsible for understanding and are advised to periodically review the *Purchase Card (PCard) Guidelines* [policy](#).
- **Misuse** - I understand, as outlined in the [Purchasing Card Program Cardholder User's Guide](#), misuse may result in cancellation, and result in disciplinary action, up to and including termination of my employment. When completing the application process the applicant and department's leadership are responsible to uphold the highest standards of ethical behavior and act with sincerity and truthfulness. As noted in the Business Conduct and Ethical Standards policy (11824847), "Fraud is defined as an act of deceiving or misrepresenting in order to secure unfair or unlawful gain."
- **Privacy:**
 - **Sharing** - Employees must not share the card or card number with other employees.
 - **Lost, Stolen, Fraud** - I will promptly notify the University of Miami Corporate Card Services upon discovering the Travel Card has been lost, misused, or stolen or has been subject to fraud, unauthorized use, or misuse. I agree to cooperate with any investigation and requests concerning the loss, theft, or suspected misuse of the Travel Card. It is my responsibility to notify the issuing bank of any potential fraud and follow up until the issue is resolved. If I have followed up and the issuing bank recharges, I will be personally liable and will immediately repay the University of Miami.
 - **Verifying Transactions** - I understand and agree that University of Miami may review and investigate use of the Purchasing Card and I have no expectation of privacy concerning any charges incurred. I will cooperate with any such review or investigation, because, the Purchasing Card is a business card, all information related to me and/or my Account (including, without limitation, account and application information, purchase and payment activity, and balance and status information) may be shared by the Purchasing Card's issuing bank with the University of Miami and third parties, when deemed necessary for purposes of reviewing, maintaining or collecting my Purchasing Card account.

Purchasing Card Responsibilities and Agreement

- **Personal Charges:** I understand and agree that I will be held personally liable for the total dollar amount of any improper or unauthorized charges in connection with my misuse of the Purchasing Card, as outlined in this Agreement and the User's Guide, or as may otherwise be prohibited or restricted by the University of Miami. Should misuse occur, contact pcard.ap@miami.edu. I agree that I am responsible for remitting payment for any, and all unapproved charges resulting from my personal, unauthorized, or illegal charges on the Purchasing Card. I agree that any unpaid personal, unauthorized, or illegal charges made by me, and paid by University of Miami on my behalf, will be considered a personal loan to be repaid through a payroll deduction if not paid to the Cashier's Office within ninety (90) days of the statement date. Payroll deductions associated with my loan will be subject to the limits set forth by applicable law. If such deductions are not permitted by law or are insufficient to fully reimburse the University of Miami, I will nevertheless repay the University of Miami these amounts, regardless of my employment status with University of Miami. If University of Miami is required to take legal action to collect any monies owed under this Agreement, I agree that the prevailing party in such legal action will be entitled to recover its attorney's fees and costs.
- **Verifying Transactions** - I understand transactions that have not been verified, and fully approved in Workday after sixty (60) days will result in card suspension. Reinstatement of the Purchasing Card will require approval by the cardholder's Supervisor or Cost Center Manager. The transactions will be verified and submitted in Workday and supported by appropriate documentation as required. The University of Miami will pay all charges in connection with the Purchasing Card directly to the issuing bank.
- **Credits** - Credits must be issued back to the UM PCard used for the original purchase and cannot be applied to a personal account. Per policy, the PCard must be verified within 30 days. If the merchant cannot apply the credit back to the University card used the charge will become personal and must be repaid back to the University. For any questions, please contact Corporate Card Services.
- **Personal Loan** - If I fail to timely verify transaction accurately and completely with proper supporting documentation, University of Miami will consider the unsupported charges to be a personal loan and may collect those amounts from me as described herein.
- **60 Days** - If I fail to completely verify my transaction within sixty (60) days after the issuing bank's transaction posted date, as required above, my Purchasing Card will be suspended/deactivated until such charges have been verified and approved, in addition to any other rights the University of Miami may have. Reinstatement of my Purchasing Card will require approval by my Supervisor or Cost Center Manager.
- **90 Days** - If I have failed to verify my Purchasing Card within ninety (90) days after the issuing bank's transaction posted date, I understand that the University of Miami will consider all unsupported charges to be a personal loan and may begin payroll deductions for those amounts as described herein and in accordance with applicable law. This may be considered a benefit and therefore taxable.

Purchasing Card Responsibilities and Agreement

- **120+ Days** – Failing to verify the Purchasing Card within one hundred twenty (120) days, may result in card cancellation. Reinstatement will not be allowed.
- **Good Standing** - The Cost Center and Department must have all cardholder's accounts in good standing. If there are transactions over 61 days old and card(s) are suspended the request for a new card(s) will be denied until the account(s) are current.
- **Card Termination** - I understand that after 1 year of no activity, my corporate card will be closed by U.S. Bank or Corporate Card Services (CCS). The University of Miami may terminate my right to use the Purchasing Card at any time for any reason. I also agree to stop using the Purchasing Card upon request of the University of Miami or the procurement card's issuing bank, or immediately if I am no longer employed by the University of Miami (including, if I retire). I also recognize that the University of Miami reserves the right to cancel my Purchasing Card with the issuing bank or if I fail to fulfill my obligations under the agreement. I will shred the Purchasing Card upon notifying Corporate Card Services of my resignation, retirement, or termination, or upon request by University of Miami.
- **Cardholder Cancellations** - I understand that this Agreement is revocable by me at any time upon written notice delivered to the University of Miami Corporate Card Services. If revoked, I must immediately stop using the Purchasing Card and shred upon notifying Corporate Card Services of my revocation notice. I understand that if revoked, I remain responsible for any unreconciled charges, misuse, and remain indebted to the University of Miami for any personal, illegal, or unauthorized charges made prior to the revocation.
- **Compliance** - When applying for a Purchasing Card the requestor must agree to comply 100% with all University Corporate Card rules, regulations, and policies. The cardholder's first year will be considered a probationary period. Should the card be misused at any time, the cardholder could potentially face disciplinary action, intervention by Human Resources and card cancellation.
- **Governing Laws** - I understand this Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of law provisions. Any claims arising hereunder shall be brought in a court of competent jurisdiction in Miami-Dade County, Florida.

A Purchasing Card will only be issued after all the following requirements have been met:

- If the department has 5 or more existing cards, provide a written justification in the following field.
- The applicant must receive a 100% passing score on the *Purchasing Card (PCard) Training* in [ULearn](#).
- The applicant must provide a completed *Purchasing Card Responsibilities and Agreement* form, including the Cost Center number.
- Once all the necessary requirements have been provided, Corporate Card Services will review. This process may take up to 21 business days.
- Approval of card will be based on justification of business need outlined under the Reasons Field on the User Agreement Form. Approval of a card is not guaranteed.

Purchasing Card Responsibilities and Agreement

Should the applicant request not meet the previous criteria, provide a summary below:


By signing below, I agree and accept responsibility for the protection and proper use of the Purchasing Card as outlined in this Agreement and the [Purchasing Cardholder User's Guide](#). I agree that use of the Purchasing Card is limited solely to business purposes. I agree that the Purchasing Card may not be used under any circumstances, for any personal, unauthorized, or illegal charges. I confirm that I have read and agree to the Purchasing Card Responsibilities.

Is this a new card to the Cost Center?

Yes **No** If yes, provide the original cardholder's name:

***Applicant:**

Applicant's Full Name _____

Applicant's Signature  _____ Date _____

Applicant's Workday Employee ID/Cost Center that will be associated with card purchases:
Workday ID _____ Cost Center # (e.g., PGxxxx) _____

Continued on next page


These fields are required.

Purchasing Card Responsibilities and Agreement

Supervisor/Manager:

- Review each cardholder's monthly Purchasing Card transactions, original receipts, and the business purpose for each purchase to ensure it is being used appropriately.
- Ensure that there is a receipt for each transaction scanned into Workday.
- Approve all transactions in Workday indicating that a review has been conducted.

Supervisor's Full Name _____

Supervisor's Signature  _____ Date _____

Cost Center Manager (CCM):

- CCMs are fiscally responsible for reviewing all transactions which appear on a verification or expense. They are required to assure that all written policies and procedures of the University and Corporate Card Services are being followed. All transactions should be necessary, reasonable, fully documented, and not for personal gain. The CCM will take immediate action and advise Corporate Card Services of any discrepancies found such as fraud or misuse. Should fraud or misuse be found after the CCM has approved a reconciliation, they may be held accountable for the misuse.
- Delegation of signature authority does **not** relieve the CCM of the ultimate responsibility for the cost center. If over expenditures of a cost center are made during this period, the CCM will be held accountable.

CCM's Full Name _____ Date _____

CCM's Signature  _____

UM Company # _____ Cost Center # (e.g., PGxxxx) _____

Academy Sr. Business Manager (SBM) or UHealth/MSOM Sr. Administrative Officer (SAO)

SBM/SAO's Name _____

SBM/SAO's Signature  _____ Date _____