

Government of Prince Edward Island –  
Procurement Card – Cardholder Agreement

**THIS AGREEMENT** between the Government of Prince Edward Island and the Cardholder named herein is dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Name of Cardholder) \_\_\_\_\_  
(Position) \_\_\_\_\_  
(Department) \_\_\_\_\_

**Definitions**

1. In this Agreement:

- (a) “Agreement” means this agreement between the Cardholder and Government.
- (b) “Authorized Purchases” means purchases made on behalf of the Government for the benefit of the Government.
- (c) “Card Company” means the supplier of the PCard.
- (d) “Cardholder” means an employee who uses the PCard for government business purposes, adheres to the PCard Policy and signs this Agreement.
- (e) “Card Number” means the number which appears on the face of the PCard.
- (f) “Credit Limit” means the maximum amount of debt which may be outstanding on the PCard at any time.
- (g) “Department Administrator” means the financial manager of a department who has been assigned responsibility for the approval of applications and administration of PCards within their Department.
- (h) “Government” means the Government of Prince Edward Island.
- (i) “Individual Transaction Limit” means the maximum dollar amount that may be charged to the PCard in a single transaction.

- (j) “PCard Approver” means an employee of a department who has been delegated signing authority by the Deputy Minister to approve PCard transactions.
- (k) “PCard Coordinator” means an employee who has been designated by the Office of the Comptroller to be responsible for management of the PCard Program.
- (l) “Procurement Card” (PCard) means a Government of Prince Edward Island corporate credit card which is distinguished by having the “PROVINCE OF PEI” printed below the name of the Cardholder.

### **Card Ownership**

- 2. The Card Company is the owner of the PCard.

### **Card Use**

- 3. Use of the PCard is governed by the terms and conditions of this Agreement
- 4. The Cardholder may use the PCard to make Authorized Purchases only. All purchases shall abide by the purchasing and tendering thresholds outlined in the *Procurement of Goods Act* and Regulations.
- 5. The Cardholder may use the PCard to make Authorized Purchases only up to and including the following limits:

Individual Transaction Limit	<u>\$X,XXX</u>
Credit Limit:	<u>\$X,XXX</u>
- 6. The Cardholder will not authorize or permit any other person to use the PCard.
- 7. The Cardholder will not use the PCard for personal purchases.
- 8. **The Cardholder may not, under any circumstances, use the PCard to obtain cash advances.**
- 9. The Cardholder will abide by Section 14.04 - Procurement Card Policy and Procedures of the Treasury Board Policy and Procedures Manual regarding use of the PCard including without limitation the following:

- verifying transactions immediately upon notification;
  - ensuring disputed items are followed up in accordance with establish procedure;
  - retaining all supporting documentation related to purchases;
  - reconciling monthly PCard statement with receipts and Financial Information System iExpense Reports; and
  - forwarding the reconciled documentation to the PCard Approver.
10. The Cardholder will safeguard the PCard and the PCard Number.
  11. The Cardholder will inform the PCard Coordinator upon transfer from their position, taking leave of absence or termination of employment.
  12. The Cardholder acknowledges that misuse of the PCard may result in disciplinary action by Government, including dismissal.

**Cessation of PCard Use**

13. The Cardholder will immediately cease using the PCard upon instruction from their supervisor or manager, or the PCard Coordinator.
14. Upon instruction from the Cardholder’s supervisor or manager, or the PCard Coordinator, the Cardholder will immediately deliver the PCard to their supervisor or manager or the PCard Coordinator, as instructed.

**No Assignment or Transfer**

15. The Cardholder will not assign or transfer the PCard or this Agreement or any rights or obligations under this Agreement.

**Non-waiver**

16. No amendment of this Agreement and no waiver of any breach of this Agreement is effective unless it is in writing and signed by both parties to this Agreement.
17. The written waiver by a party of any breach of any provision of this Agreement by the other party will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.

**Miscellaneous**

18. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of any provision of this Agreement.
19. This Agreement will be governed by and construed in accordance with the laws of the Province of Prince Edward Island.

**Entire Agreement**

20. This Agreement constitutes the entire agreement between the parties regarding possession and use of the PCard.

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Signature of Cardholder

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Signature of PCard Coordinator