

<b>Policy Name:</b>	<b>Signing Authorities Policy</b>
<b>Originating/Responsible Department:</b>	<b>Vice-President (Finance and Administration)</b>
<b>Approval Authority:</b>	<b>Board of Governors</b>
<b>Date of Original Policy:</b>	<b>March 2004</b>
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<b>Contact:</b>	<b>Vice-President (Finance and Administration)</b> <b>Vice-President (Research and International)</b> <b>General Counsel</b> <b>University Secretary</b> <b>Executive Director, Office of Risk Management</b>

### **Preamble**

This policy supplements section 7.05 of the General Operating By-Law No. 1 which reads as follows:

At its first meeting following the first day of June, the Board shall appoint the chair of the Finance Committee established pursuant to section 8.02 of this By-law, and nine (9) other persons as Signing Officers.

Copies of the Board resolution passed from time to time appointing the Signing Officers is available from the University Secretary.

### **Purpose**

This Policy specifies the authority of various members of the University community to bind the University contractually. This Policy is intended to expand the authorities granted by virtue of the resolution referred to in the Preamble to this policy and ensure proper assessment and approval processes are followed before signing any binding documentation. The signing authorities created by this Policy may be exercised only in keeping with the procedures set forth in this Policy and the "Procedures for the Exercise of Signing Authority" found at Schedule A ("the Procedures"). Prior to signing and implementation, all contracts and documents must follow the applicable assessment process as outlined in Schedule A and this Policy.

### **Scope**

Signing authorities for all Contracts, Construction Contracts, Employment Contracts, Gift Agreements, Purchase Contracts, Research Proposals, Research Contracts (all as defined in paragraph 1 below) and confirmations of insurance coverage are addressed in this policy.

### **Policy**

1. In this Policy, the following terms shall have the following meanings:

"Average Annual Value" shall mean, with respect to Research Contracts, the total dollar value (including both cash and in-kind commitments) of the Research Contract during the initial term of that Research Contract, divided by the number of years in the initial term of that Research Contract.

“Construction Contracts” shall mean all proposals, contracts, subcontracts, letters of intent, memoranda of agreement, obligations, indemnities, covenants, stipulations, and all other documents evidencing what is or may be a binding, legal relationship between the University and one or more third parties, in connection with the design, construction, renovation and delivery of capital projects at the University.

“Contracts” shall mean any written deeds, transfers, assignments, contracts, subcontracts, letters of intent, memoranda of understanding, memoranda of agreement, obligations, certificates, leases, licenses, permits, indemnities, covenants, stipulations, and all other documents evidencing what is or may be a binding, legal relationship between the University and one or more third parties, but the term shall specifically exclude Construction Contracts, Employment Contracts, Gift Agreements, Purchase Contracts, Research Contracts, Research Proposals, and the confirmations of insurance coverage referred to in paragraph 3(c) below.

“Employment Contracts” shall mean offers of continuing employment, contracts of employment (whether of fixed or indefinite term), and offers of renewal of contracts of employment.

“Gift Agreements” shall mean agreements involving the voluntary transfer of either personal property, real property, or both to the University by a donor to the University, the terms of which are settled between such donor and the Department of University Advancement.

“Purchase Contracts” shall mean both purchase orders and contracts for the purchase of services or products by the University.

“Research Contracts” shall mean agreements, contracts, subcontracts, letters of intent, memoranda of understanding, memoranda of agreement, and all other documents entered into between the University and a granting agency or sponsor organization where any of the researcher’s affiliation to the University and the University’s identity, facilities, or students is to be invoked in the conduct of the research activity contemplated by the agreement.

“Research Proposals” shall mean proposals for research grants or other research support developed at or through the University by or with the support of any member of the University community, to be submitted to any granting or other agency outside of the University, including without limitation the Social Sciences and Humanities Research Council of Canada, the Natural Sciences and Engineering Research Council of Canada, and the Canadian Institutes of Health Research.

“Signing Officers” shall mean the signing officers appointed on an annual basis by the Board pursuant to the resolution referred to in the Preamble to this policy.

“Significant Risk” shall mean a situation or contract involving a potential serious or very serious impact on the University’s financial, operations, technology, reputation or the health and safety of the members of the University community as determined by the risk matrix tool in the Contract Checklist for Risk Management and Legal Implications.

“Total Value” shall mean the total dollar value (including both cash and in-kind commitments) of a Contract, Construction Contract, Employment Contract, Gift Agreement, Purchase Contract, Research Contract or Research Proposal, aggregated over its term and any contractually contemplated extension of its term, excluding taxes and other charges.

## 2. General Provisions for the Exercise of Signing Authorities

For the purposes of this Section, "Documents" means collectively Contracts, Construction Contracts, Employment Contracts, Gift Agreements, Purchase Contracts, Research Proposals, Research Contracts, and documents relating to confirmation of insurance coverage as referred to in paragraph 3(c) below.

The signing authorities granted pursuant to this policy are subject to the following general provisions:

- (a) No employee of the University is authorized to sign any Document unless authority to do so has been provided for in either this policy or by the resolution of the Board referred to in the Preamble to this policy. Prior to signing and implementation, all Documents must follow the applicable assessment process as outlined in Schedule A and this Policy.
- (b) The President, Vice-Presidents, Associate Vice-Presidents, and Deans have the power to restrict in writing the signing authority of any employee under their immediate or ultimate supervision, and such instrument restricting signing authority shall be deposited with the University Secretary at the earliest opportunity.
- (c) Persons with the power to exercise signing authority shall not delegate that authority unless the President or any Vice-President has approved such delegation of authority in writing. The instruments approving the delegation of authority and by which authority is in fact delegated shall be deposited with the University Secretariat at the earliest opportunity.
- (d) The Executive Director, Office of Risk Management and/or the General Counsel may, from time to time, conduct audits of compliance with this policy by individual academic or administrative units, and shall report the results of those audits to the Vice-President (Finance and Administration) for transmission to the Board of Governors.
- (e) Executed copies of Documents that either (i) have a Total Value that is greater than \$100,000 (ii) the Total Value is less than \$100,001 but the initial term is five years or greater or (iii) potentially expose the University to a Significant Risk, shall be deposited with the University Secretariat. Research Proposals are excluded from the requirement to be deposited with the University Secretariat.
- (f) Questions as to the interpretation of this policy shall be referred to the General Counsel Office.

## 3. Signing Authorities – General Contracts and Insurance

- (a) Contracts in which the Total Value does not exceed \$100,000, the initial term is five years or less, are non-exclusive to a Vendor, and do not potentially expose the University to a Significant Risk may be signed on behalf of the University by any employee who is a department head with responsibility for a budget, or the supervisor of any such employee following the review process in the Self Risk Assessment section (s.1(b)) of the Procedures in Schedule A.
- (b) Contracts in which (i) the Total Value is greater than \$100,000, (ii) the Total Value is less than \$100,001 but the initial term is greater than five years, or (iii) provide exclusivity to a Vendor shall be signed on behalf of the University by two Signing Officers following the review process in the Formal Risk Assessment section (s.1(a)) of the Procedures in Schedule A.

- (c) The necessary documents relating to confirmations of insurance coverage on any aspect of the University's affairs may be signed on behalf of the University by two of the following: Vice-President (Finance and Administration), the Associate Vice-President (Financial Services) and the Executive Director, Office of Risk Management.
- (d) Indemnity and Waiver agreements that do not potentially expose the University to a Significant Risk may be signed on behalf of the University by any employee who is a department head with responsibility for a budget, or the supervisor of any such employee.
- (e) Contracts which potentially expose the University to a Significant Risk must follow the review process outlined in the Formal Risk Assessment section (s.1(a)) of the Procedures found in Schedule A.

4. Signing Authorities - Purchase Contracts

Subject to the provisions of the Procurement Policy and applicable law:

- (a) Purchase Contracts in which the Total Value does not exceed \$500,000 may be signed on behalf of the University by one Signing Officer together with the Director, Procurement Services following the review process in the Self Risk Assessment section (s.1(b)) of the Procedures in Schedule A.
- (b) Purchase Contracts in which the Total Value exceeds \$500,000 shall be signed on behalf of the University by two Signing Officers following the review process in the Formal Risk Assessment section (s.1(a)) of the Procedures in Schedule A.
- (c) Purchase Contracts for software as service or cloud computing services must also comply with the University's information technology policies and require a security assessment and privacy impact assessment to be conducted prior to any contract being signed.
- (d) Purchase Contracts which potentially expose the University to a Significant Risk must follow the review process outlined in the Formal Risk Assessment section (s.1(a)) of the Procedures found in Schedule A.

5. Signing Authorities - Research Proposals

- (a) Research Proposals in which the Total Value does not exceed \$500,000 per annum may be signed on behalf of the University by any one of the Associate Vice-Presidents (Research), the Director of the Carleton Office of Research Initiatives and Services, the Director of Industry and Partnership Services, or the Vice-President (Research and International).
- (b) Research Proposals in which the Total Value exceeds \$500,000 per annum may be signed on behalf of the University by the Vice-President (Research and International) together with one of the Associate Vice-Presidents (Research) or one of the Directors of Carleton Office of Research Initiatives or Industry and Partnership Services.
- (c) Research Proposals which potentially expose the University to a Significant Risk must follow the review process outlined in the Formal Risk Assessment section (s.1(a)) of the Procedures found in Schedule A.

6. Signing Authorities - Research Contracts

- (a) Research Contracts in which both the Average Annual Value is \$300,000 or less and the Total Value is \$500,000 or less may be signed on behalf of the University by any one of the Associate Vice-Presidents (Research), the Director of Carleton's Office of Research

Services, the Director of Industry and Partnership Services, or the Vice-President (Research and International).

- (b) Research Contracts in which either the Average Annual Value exceeds \$300,000 or the Total Value exceeds \$500,000 may be signed on behalf of the University by the Vice-President (Research and International) together with one of the Associate Vice-Presidents (Research) or one of the Directors of Carleton Office of Research Initiatives or Industry and Partnership Services.
- (c) Research Contracts which potentially expose the University to a Significant Risk must follow the review process outlined in the Formal Risk Assessment section (s. 1(a)) of the Procedures found in Schedule A.

7. Signing Authorities – Gift Agreements

- (a) Gift Agreements in which the Total Value does not exceed \$500,000 may be signed on behalf of the University by the Chief Development Officer.
- (b) Gift Agreements in which the Total Value exceeds \$500,000 may be signed on behalf of the University by the Chief Development Officer and one Signing Officer.
- (c) Gift Agreements which potentially expose the University to a Significant Risk must follow the review process outlined in the Formal Risk Assessment section (s.1(a)) of the Procedures found in Schedule A.

8. Signing Authorities – Construction Contracts

Construction Contracts are subject to the provisions of Capital Planning Policy/ Process and the document called “Regulations for the Approval and Control of Capital Projects” appended to the terms of reference of the Building Program Committee of the Board of Governors (a copy of which can be viewed by at <https://carleton.ca/secretariat/boardofgovernors/wp-content/uploads/Building-Program-ToR-2022.03.10-FINAL.pdf>)

- (a) Construction Contracts in which the Total Value does not exceed \$100,000 may be signed on behalf of the University by the Assistant Vice-President (Facilities Management and Planning).
- (b) Construction Contracts in which the Total Value is in the range of \$100,001 to \$300,000 may be signed on behalf of the University by two of the following: the Assistant Vice-President (Facilities Management and Planning) and the Signing Officers.
- (c) Construction Contracts in which the Total Value exceeds \$300,000 may be signed by two of the Signing Officers.

9. Signing Authorities – Employment Contracts

- (a) Employment Contracts to be entered into by the University with persons intending to fill positions within the appointment powers of the Board of Governors pursuant to the Bylaws of the University shall be signed on behalf of the University by two Signing Officers.
- (b) Employment Contracts to be entered into by the University with persons intending to fill the position of Dean or University Librarian shall be signed on behalf of the University by the President, or in her or his absence, by the Provost and Vice-President (Academic).

- (c) Employment Contracts to be entered into by the University with persons intending to fill all academic positions at the University other than those referred to in paragraphs 9(a) and 9(b) above, including without limitation Associate Deans, Directors, Chairs and members of the teaching staff, may be signed on behalf of the University by the Provost and Vice-President (Academic).
- (d) Employment Contracts to be entered into by the University and not specifically mentioned in any of paragraphs 9(a), 9(b) and 9(c) above may be signed on behalf of the University by the Vice-President (Finance and Administration) or the Associate Vice-President (Human Resources).

**Contacts**

Vice-President (Finance and Administration)  
Vice-President (Research and International)  
General Counsel  
Executive Director, Office of Risk Management  
University Secretary

**Links to Related Policies**

[Capital Planning Policy/Process](#)  
[Commemorative Naming Policy](#)  
[Cloud Computing Policy](#)  
[Risk Management Policy](#)  
[Food Services Policy](#)  
[Payment to Individuals and Business Entities Policy](#)  
[Philanthropic Naming Policy](#)  
[Procurement Card Policy](#)  
[Procurement Policy](#)  
  
[Signature Stamps Policy](#)

## Schedule A

### **Procedures for the Exercise of Signing Authority**

#### **Preamble**

These procedures must be read in conjunction with the Signing Authorities Policy (the "Policy"). Except as may otherwise be provided in these procedures, capitalized terms appearing in these procedures shall have the same meaning as ascribed to those terms in the Policy.

#### **Purpose and Scope of Procedures**

These procedures outline the manner in which the signing authorities granted pursuant to the Policy are to be exercised. If signing authority is purportedly exercised otherwise than in accordance with these procedures or the Policy, then such exercise shall be considered beyond the scope of employment of the person exercising such purported authority.

#### **Procedures**

##### **Section 1: Requirement for Risk Assessment and Legal Assessment Prior to Signing Contracts**

For the purposes of this Section 1 of these Procedures, the terms Contracts, Purchase Contracts, Research Proposals, Research Contracts and documents relating to confirmations of insurance coverage on any aspect of the University's affairs are sometimes collectively called the "Documents" and individually a "Document."

Prior to signing, Documents must go through an assessment as follows:

**1 (a). Formal Risk Assessment:** Documents referred to in any of paragraphs 3(b), 3(e), 4(b), 4(d), 5(c), 6(c) and 7(c) of the Policy may be signed on behalf of the University only following:

- (i) Review and approval by either the Provost's Budget Working Group (PBWG) or the President and Vice-Presidents, such approval to be evidenced in writing (in advance of signing the Document) under the signature of either the President or the Vice-President (Finance and Administration);
- (ii) An assessment by the Executive Director, Office of Risk Management (or designate), of the risks to which the University may be exposed by virtue of signing the Document, a copy of the assessment must be provided to the appropriate signing officers in advance of signing the Document; and
- (iii) An assessment by the General Counsel Office of the legal implications of the Document for the University, a copy of the assessment must be provided to the appropriate signing officers in advance of signing the Document.

**1(b). Self-Risk Assessment:** Documents referred to in any of paragraphs 3(a), and 4(a) of the Policy may be signed on behalf of the University only following:

- (i) Satisfactory completion (by the person presenting the Document for signature) of the Contract Checklist for Risk Management and Legal Implications in the form attached to these procedures; and
- (ii) Consultation with both the Executive Director, Office of Risk Management and the General Counsel (or their designates) in the event that the person intending to act on any

of the signing authorities referred to in this paragraph 1(b) considers any matter disclosed on the Contract Checklist for Risk Management and Legal Implications to be of material concern or Significant Risk to the University.

For the purposes of either of paragraphs 1(a) or 1(b) of these Procedures, should either the Executive Director, Office of Risk Management or the General Counsel, or their designates, be unavailable to complete the assessments required by those paragraphs within the time reasonably required to finalize the Document for signature by the University, then the matter shall be referred to one of the Vice-Presidents for advice and direction, in which case in exceptional and emergency circumstances the strict requirements of paragraphs 1(a) or 1(b) (as the case may be) may be waived or modified by such Vice-President.

Documents referred to in Section 8 of the Policy may be signed on behalf of the University only in circumstances consistent with the provisions of Capital Planning Policy/ Process and the document called "Regulations for the Approval and Control of Capital Projects" appended to the terms of reference of the Building Program Committee of the Board of Governors (a copy of which can be viewed by at <https://carleton.ca/secretariat/boardofgovernors/wp-content/uploads/Building-Program-ToR-2022.03.10-FINAL.pdf>

## **2. General Provisions**

For the purposes of this Section 2 of these Procedures, the terms Contracts, Construction Contracts, Employment Contracts, Gift Agreements, Purchase Contracts, Research Proposals, Research Contracts and documents relating to confirmations of insurance coverage on any aspect of the University's affairs are sometimes collectively called the "Documents" and individually a "Document."

The signing authorities granted pursuant to the Policy are further subject to the following general procedural provisions:

- (a) With the exceptions of Research Proposals and Research Contracts, Documents creating external financial reporting requirements for the University must be sent for approval to the Assistant Vice-President (Financial Services) in advance of their signature, and evidence of the approval of the Assistant Vice-President (Financial Services) must be provided in advance to those intended to sign the Document.
- (b) In the event that the President is of the view that any Document, irrespective of its Average Annual Value, its Total Value or the length of its term, is of extraordinary significance to the University (on the basis of either an unusually high risk factor, the potential for exceptional public scrutiny, or impact on the academic reputation of the University), then the President shall bring such Document or cause such Document to be brought to the Board of Governors prior to its signature, and shall seek the Board's direction in that respect.
- (c) Questions as to the interpretation of these Procedures shall be referred to the General Counsel Office.

### **Contacts**

Vice-President (Finance and Administration)  
General Counsel  
Executive Director, Office of Risk Management  
University Secretary