

Policy Name:	Signing Authorities Policy
Originating/Responsible Department:	Vice-President (Finance and Administration)
Approval Authority:	Board of Governors
Date of Original Policy:	March 2004
Last Updated:	December 2023
Mandatory Revision Date:	December 2028
Contact:	Vice-President (Finance and Administration) Vice-President (Research and International) General Counsel University Secretary Executive Director, Office of Risk Management

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

Contract Checklist for Risk Management and Legal Implications



- Type of Contract:
- Agreement
 - Contract
 - Letter of Intent
 - Memorandum of Understanding
 - Memorandum of Agreement
 - Deed
 - Transfer
 - Assignment
 - Obligation
 - Certificate
 - Other

Term of Contract Value of Contract

Based on my knowledge of the substance of this contract and the Risk Matrix (schedule A), my assessment of the risks to the University are as follows:

	High	Moderate	Low
Strategic Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Legal Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Operational Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Technological Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Financial Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reputational Risks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

The following questionnaire must be completed if risk rating in any category is moderate or above

Any questions regarding completion of the risk assessment, contact the Executive Director of Risk & Insurance

****Reference policy name and section when referring to Legal & Risk Management policies****

Y= Yes N = No N/A = Not Applicable D/K = Do not know

GENERAL:

	Y	N	N/A	D/K
1. Is this a new contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is this a renewal?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. i) Are there automatic renewal provisions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
ii) If yes, do they require written approval?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is the contract clear in setting out the parties?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Do you have authority under the Signing Authorities policy to sign this contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Does the other party have signing authority to bind the institution/company?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Are there impacts on other areas/departments within the University? (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Do we have references that speak to the integrity and reliability of the individual/institution/company with whom we are contracting?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Has someone at the University been identified to monitor this contract on a timely basis? (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

LEGAL IMPLICATIONS

	Y	N	N/A	D/K
1. Are there any statements warranting or guaranteeing satisfaction of the product or service?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Does the contract provide reasonable/specific time lines for delivery of service/products?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Does this contract allow the other party to assign the contract to a third party with the University's written consent?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Does this contract allow the other party to assign the contract to a third party without the University's written consent?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Does this contract involve the disclosure to another party of any personal information collected/held by the University?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LEGAL IMPLICATIONS (CONTINUED)

	Y	N	N/A	D/K
6. Does the contract create rights in parties other than the University or the contractor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Does this contract contain clauses that would make it subject to either the laws or the courts of other provinces or countries?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Does the contract require translation/interpretation under a foreign language or law of another nation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Are all verbal understandings or representations included in the contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Are there any other documents that must be read in conjunction with this contract to fully understand the implications? (If so, please specify in the comments)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are quality assurance provisions built into the contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Have all changes to the contract been initialed by both parties?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. Does this contract permit the University to terminate if the other party fails to perform?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Does this contract allow the University to terminate without cause?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Are there penalties for failure to perform?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. Does this contract require confidentiality, privacy or non-disclosure provisions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Does this contract specify the period of time the confidentiality or non-disclosure provision applies?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. Does the contract seek to limit the other party's liability?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. Does the contract have an indemnity clause or hold harmless clause?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. Does the contract require the University to "ensure" use or otherwise guarantee anything (eg. Security of property, full access to the University)?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. Does this contract conflict with any other contracts, promises or obligations of the University? (If so, please specify in the comments)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. Does this contract contain clauses outlining the insurance requirements of each party?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

POLICY RISKS:

	Y	N	N/A	D/K
1. Does this contract comply with all relevant policies of the University? (Please specify which policies have been considered in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Has the fee/price been tested through tendering? (If not, please specify in the comment section what process has been used)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Have you consulted with subject matter experts within the University? (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Have you consulted with subject matter experts outside the University? (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

FINANCIAL RISKS:

	Y	N	N/A	D/K
1. Are the fees/costs in Canadian dollars?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is there a maximum price/fee?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Are payments attached to specific milestones?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Does the contract contain late payment penalties?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Does the contract provide for payments beyond the University's current fiscal year?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Are there collateral costs to this contract with respect to: - Additional staff - Additional equipment - Additional space - Renovations - Insurance - Other (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Does this contract require review by Research Accounting or any other officer of the University? (Please specify in the comment section)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

REPUTATIONAL RISKS:

	Y	N	N/A	D/K
1. Is there anything in this contract, or the services provided by it, that could negatively impact the reputation of the University?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Is there anything about the process surrounding the awarding of this contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Does this contract allow the other party to use the University's name in any advertising, endorsement or promotion?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Does the contract provide the transfer of intellectual property to another party?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments:

Additional
Comments:

THIS CHECKLIST WAS COMPLETED BY:

Name:

Title:

Signature:

Date:

RISK MATRIX

IMPACT OF RISK	IMPACT OF RISK	STRATEGIC	LEGAL	OPERATIONAL	TECHNOLOGICAL	FINANCIAL	REPUTATIONAL
	5 - SEVERE	Activity/event does not support any pillar in Strategic Plan or other Strategic planning documents or policies.	<p>Activity/event may result in potential for major litigation (such as Class Actions, multiple plaintiffs).</p> <p>Termination of contracts for default causing substantial loss of services or goods.</p> <p>- No indemnity to the university provided.</p> <p>- Criminal charges and/or fines exceeding \$10,000,000 for non-compliance of regulation(s).</p>	<p>Activity/event has potential for</p> <ul style="list-style-type: none"> · internal/external fraud, · injury to students or workers, · damage to physical assets, · business disruption, and · changes to processes 	<p>Activity/event may require major change to Enterprise IT system involving multiple associated applications or significant upgrades to several Faculty/Department significant IT systems.</p> <p>Create single point of failure to critical system(s).</p> <p>Requires collection of large amount of personal data (i.e. whole community).</p>	<p>Activity/event may result in a financial exposure of \$40,000,000 and up.</p>	<p>Activity/event may result in multiple reports from National, International and Social Media outlets longer than 7 days.</p>
	4 - SIGNIFICANT	Activity/event supports one of the Pillars in the Strategic Plan and one other planning document or policy.	<p>Activity/event may result in potential for single major or numerous moderate litigations.</p> <p>Potential for default of contract or increased assumption of risk assumed under contract (contract term 5 years or more).</p> <p>No indemnity to the university provided. Potential for fines exceeding \$5,000,000 and orders under regulation(s).</p>	<p>Activity/event has potential for</p> <ul style="list-style-type: none"> · injury to students or workers, · damage to physical assets, · business disruption, and · changes to processes 	<p>Activity/event may require significant change to Enterprise IT system involving at least one associated application or several Faculty/Department IT systems.</p> <p>Requires collection of significant amount of personal data (i.e. all students or large research sample).</p>	<p>Activity/event may result in financial exposure of activity is between \$30,000,000 and \$40,000,000.</p>	<p>Activity/event may result in multiple reports from National and Social Media outlets over 3-7 days period.</p>
	3 - MODERATE	Activity/event supports two of the Pillars in the Strategic Plan and two other planning documents or policies.	<p>Activity/event may result in single moderate litigation or numerous small litigations.</p> <p>Contract terms provide some form of indemnity for the university but not completely reciprocal.</p> <p>Potential rescinding of licenses required by regulation(s).</p>	<p>Activity/event has potential for damage to</p> <ul style="list-style-type: none"> · physical assets, · business disruption, and · changes to processes 	<p>Activity/event may require changes to several Faculty/Department IT systems.</p> <p>Requires collection of data from several groups involving 2000 records or less.</p>	<p>Activity/event may result in financial exposure of activity between \$20,000,000 and \$30,000,000.</p>	<p>Activity/event may result in multiple reports from Regional Media (but controlled) and Social Media outlets for 3 days or longer.</p>
	2 - MINOR	Activity/event supports three of the Pillars in the Strategic Plan and two other planning documents or policies.	<p>Activity/event may result in single minor litigation. Reciprocal indemnity included in contract.</p> <p>Minimum compliance with regulation(s).</p>	<p>Activity/event has potential for</p> <ul style="list-style-type: none"> · damage to physical assets, and · changes to processes 	<p>Activity/event may require changes to one Faculty/Department IT system.</p> <p>Requires collection of data from one group of 1000 or less.</p>	<p>Activity/event may result in financial exposure of activity is between \$10,000,000 and \$20,000,000.</p>	<p>Activity/event may result in minor coverage in local and Social Media.</p>

1 - NONE OR
INSIGNIFICANT

Activity/event supports all four **or more** of the Pillars in the Strategic Plan and **any** other planning documents or policies.

Activity/event may result in threat of litigation required small payout.

Indemnity clause fully in favour of the university.

Risk fully transferred.

University exceeds requirement for compliance under regulation(s).

Activity/event has potential for changes to processes

Activity/event does not require IT system changes.

No collection of personal data.

Activity/event may result in financial exposure of activity is between **0 and \$10,000,000.**

No mention in any news or Social Media.