

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:	November 2018
Mandatory Revision Date:	November 2023
Contact:	Vice-President (Finance and Administration) Vice-President (Research and International) General Counsel University Secretary

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 resolution of the Board 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. 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").

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.
- (b) The President, Vice-Presidents, Associate Vice-Presidents, Assistant 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 Director, Risk and Insurance 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.

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 Assistant Vice-President (Financial Services) and the Director, Risk and Insurance.
- (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 Purchasing Policy:

- (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, Purchasing 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 Cloud Computing Security policy 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, 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 the Director of Carleton Office of Research Initiatives.
- (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 \$100,000 or less and the Total Value is \$300,000 or less may be signed on behalf of the University by any one of the

Associate Vice-Presidents (Research), the Director of Research Services or the Vice-President (Research and International).

- (b) Research Contracts in which either the Average Annual Value exceeds \$100,000 or the Total Value exceeds \$300,000 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 the Director of Carleton Office of Research Initiatives and 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 the document called “Regulations for the Approval and Control of Capital Projects” appended to the mandate of the Building Program Committee of the Board of Governors (a copy of which can be viewed by clicking here: <http://www2.carleton.ca/boardofgovernors/board-committees/building-program/>):

- (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).

Contacts

Vice-President (Finance and Administration)
Vice-President (Research and International)
General Counsel
Director, Risk and Insurance
University Secretary

Links to Related Policies

[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](#)
[Purchasing Policy](#)
[Policy on Research and External Support Fund Creation and Amendments](#)
[Policy on Responsibility for Management of Research Agreements](#)
[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 certain of 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."

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 Director, Risk and Insurance, 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 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 Director, Risk and Insurance and the General Counsel 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 Director, Risk and Insurance or the General Counsel, or both, 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 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 the document called "Regulations for the Approval and Control of Capital Projects" appended to the mandate of the Building Program Committee of the Board of Governors (a copy of Approval and Control Document can be viewed by clicking here:

<http://www2.carleton.ca/boardofgovernors/board-committees/building-program/>

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.

Contacts

Vice-President (Finance and Administration)
General Counsel
Director, Risk and Insurance
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			
Legal Risks			
Operational Risks			
Technological Risks			
Financial Risks			
Reputational Risks			

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

Comments:

LEGAL IMPLICATIONS

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

LEGAL IMPLICATIONS (CONTINUED)

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

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)				
2. Has the fee/price been tested through tendering? (If not, please specify in the comment section what process has been used)				
3. Have you consulted with subject matter experts within the University? (Please specify in the comment section)				
4. Have you consulted with subject matter experts outside the University? (Please specify in the comment section)				

Comments:

FINANCIAL RISKS:

	Y	N	N/A	D/K
1. Are the fees/costs in Canadian dollars?				
2. Is there a maximum price/fee?				
3. Are payments attached to specific milestones?				
4. Does the contract contain late payment penalties?				
5. Does the contract provide for payments beyond the University's current fiscal year?				
6. Are there collateral costs to this contract with respect to: <ul style="list-style-type: none">- Additional staff- Additional equipment- Additional space- Renovations- Insurance- Other (Please specify in the comment section)				
7. Does this contract require review by Research Accounting or any other officer of the University? (Please specify in the comment section)				

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?				
2. Is there anything about the process surrounding the awarding of this contract?				
3. Does this contract allow the other party to use the University's name in any advertising, endorsement or promotion?				
4. Does the contract provide the transfer of intellectual property to another party?				

Comments:

Additional
Comments:

THIS CHECKLIST WAS COMPLETED BY:

Name:

Title:

Signature:

Date:

Risk Matrix

Score	Impact of Risk	Strategic	Legal	Operational	Technological	Financial	Reputational
5	Very Serious	Activity does not support any pillar in Strategic Plan or other Strategic planning documents or policies	Potential for major litigation Termination of Contracts for Default Criminal charges for on compliance of regulation	Activity has potential for internal/external fraud, injury to students or workers, damage to physical assets, business disruption, changes to processes	Requirement for major change to Enterprise IT system or significant upgrade to several Faculty/Department significant IT systems. Create single point of failure to critical system(s). Requires collection of large amount of personal data (i.e. whole community)	Financial exposure of activity is \$4,000,000 and up	Growing Significant coverage in National, International and Social Media
4	Serious	Activity supports one of the Pillars in the Strategic Plan and one other planning document or policy	Potential for single major or numerous moderate litigations. Potential for increase for default of contract or increased assumption of risk assumed under contract Potential for fines and orders under regulation	Activity has potential for injury to students or workers, damage to physical assets, business disruption, changes to processes	Requirement for significant change to Enterprise IT system or several Faculty/Department IT systems. Requires collection of significant amount of personal data (i.e. all students or large research sample)	Financial exposure of activity is between \$3,000,000 and \$4,000,000	Wide Coverage in National and Social Media

3	Moderate	Activity supports two of the Pillars in the Strategic Plan and two other planning documents or policies	Single moderate litigation or numerous small litigations Contract terms provide some form of indemnity for the University but not completely reciprocal Potential rescinding of licenses required by regulation	Activity has potential for damage to physical assets, business disruption, changes to processes	Requirement for changes to several Faculty/Department IT systems. Requires collection of data from several group of 2000 or less	Financial exposure of activity between \$2,000,000 and \$3,000,000	Some coverage in Regional Media (but controlled) and low level of coverage in social media
2	Minor	Activity supports three of the Pillars in the Strategic Plan and two other planning documents or policies	Single minor litigation Reciprocal indemnity included in contract. Minimum compliance with regulation	Activity has potential for damage to physical assets, changes to processes	Requirement for changes to one Faculty/Department IT system. Requires collection of data from one group of 1000 or less	Financial exposure of activity is between \$1,000,000 and \$2,000,000	Minor coverage in local and social media
1	Low	Activity supports all four of the Pillars in the Strategic Plan and two other planning documents or policies	Threat of litigation required small payout Indemnity clause fully in favour of the University. Risk fully transferred University exceeds requirement for compliance under regulation	Activity has potential for changes to processes	No IT system changes required No collection of personal data	Financial exposure of activity is between 0 and \$1,000,000	No mention in any news or social media