1.0 POLICY STATEMENT

1.1 The Board of Governors of Grant MacEwan University is responsible for overseeing and directing all matters respecting the management, administration and control over MacEwan University's (the “University”) property and financial affairs, and as such, has the power and authority to delegate signing authority for Contracts entered into on behalf of the University. The University is committed to ensuring its contracting processes and standards are consistent, transparent, promote sound financial stewardship, provide a sound system of internal controls, and balance efficiency of operations with operational and financial risk.

2.0 PURPOSE

2.1 This policy aligns with the Delegation of Signing Authority Policy and is intended to reduce and manage legal and other risks to the University through a consistent University-wide framework of management practices and controls in the contracting process. The policy ensures all Contracts undergo required review and approval by delegated positions prior to execution within the University and establishes who has the authority to sign Contracts on behalf of the University.

3.0 APPLICABILITY

3.1 This policy applies to all Contracts and to every amendment, renewal or extension of such Contracts, establishing the positions within the University which carry the authority to approve and sign Contracts.

3.2 Compliance with this policy is required by all Members of the University Community while conducting University affairs or operations.

4.0 DEFINITIONS

Act
The Post-Secondary Learning Act, S.A. 2003, c. P-19.5, as may be amended from time to time.

Authorized Signatory
The position that has been delegated the authority from the Board or the President, as the case may be, to sign a Contract.

Board
The Board of Governors of Grant MacEwan University.

Contract
Any document entered into on behalf of the University with a third party that creates a legally binding obligation, commitment, right, or liability for the University, and includes memoranda/letters of understanding or cooperation and letters of intent.

Counsel
The General Counsel, Legal Counsel or external legal counsel appointed by the General Counsel.
Employee
An individual employed by the Board to perform services for the University. Employee does not include independent contractors, students and other individuals who are not employed by the Board.

Executive Officer
The President, Vice-Presidents and equivalent positions.

Members of the University Community
Those persons involved in conducting University affairs or operations or using University property, including all Employees, agents, contractors and volunteers.

Ongoing Sub-delegation
Delegating authority to an individual who is required to sign Contracts on behalf of another from time to time. It continues indefinitely until it is revoked or until the Employee from whom authority is delegated leaves his/her position.

Responsible Department
The department, faculty or unit that has the responsibility to oversee the proper review and execution of a Contract and has the responsibility to manage the contractual requirements and relationship.

Temporary Sub-delegation
Delegating authority to an individual who is required to sign Contracts on behalf of another for a specific time period by assigning a specific start and end date for the signing authority.

5.0 POLICY ELEMENTS

5.1 General Requirements

5.1.1 The University's name on all Contracts must be The Board of Governors of Grant MacEwan University.

5.1.2 All Contracts entered into on behalf of the University must be made in writing. Oral agreements are not permitted and will not be honoured or recognized by the University.

5.1.3 Payments made by the University to third parties in accordance with the terms of a Contract shall take place only when a Contract has been signed and is in effect. Only in exceptional circumstances, and when authorized by the appropriate Executive Officer, may payments be made without a Contract.

5.1.4 Subject to section 5.1.5, prior to the release of any payment for a contractual commitment, a requisition and purchase order must be completed.

5.1.5 Any Contract that does not have a financial commitment value of greater than $1,000.00 may be signed and payment made by the University without a requisition or purchase order being completed.

5.1.6 Any arrangement purporting to create a legally binding contract, but which was not approved or signed by the Authorized Signatory authorized to enter into a Contract of that
type, may be ratified and approved on behalf of the University by that Authorized Signatory at the discretion of that Authorized Signatory. Arrangements that are not so ratified and approved in writing shall not bind the University or create obligations the University is required to fulfil.

5.1.7 Under no circumstances shall any single Contract be divided into multiple Contracts or be reduced in term or scope with the intent or unintended result of altering the commitment level or the positions which have authority to sign the Contract.

5.1.8 Nothing in this policy shall limit or restrict the delegations of authority specified in the Delegation of Signing Authority Policy, in particular with respect to financial signing authority for approval of financial commitments made within a Contract.

5.2 Obligations

5.2.1 Prior to entering into a Contract, the Authorized Signatory must assure himself or herself that:

(a) the Contract is in the best interests of the University;
(b) the Contract supports the mission, mandate, values, institutional strategic plan and pillars of the University;
(c) the Contract language is clear and consistent and accurately reflects the negotiations;
(d) there are sufficient human, physical and financial resources to meet the University's obligations under the Contract;
(e) there is existing approved budget to meet the contractual commitment;
(f) if the contractual commitment will exceed the existing approved budget by up to $250,000.00, prior approval from the appropriate Executive Officer has been obtained;
(g) if the contractual commitment will exceed the existing approved budget by more than $250,000.00, prior approval from the Finance, Property and Investment Committee of the Board has been obtained;
(h) the Contract is operationally feasible and it is fiscally responsible to enter into the Contract;
(i) provision has been made for adequate indemnity, insurance and risk mitigation plans and appropriate consultation with Risk and Insurance Services has occurred with respect to Contracts that are not on a template that has been approved by the General Counsel;
(j) the negotiation of all procurement-related Contracts complies with the Procurement of Goods and Services Policy and applicable trade agreements;
(k) the Contract is not in violation of any legislative or regulatory requirements, policies, guidelines, collective agreements or other obligations of the University; and
(l) the Contract protects the University’s intellectual property rights with terms that conform to the University’s policies, collective agreements, existing legal obligations and section 68 of the Act.
5.2.2 It is the responsibility of an Employee who presents a Contract for signature or who signs a Contract on behalf of the University to read and understand the terms of the Contract, and to ensure that the Contract has been reviewed and approved as set forth in this policy.

5.2.3 A person shall not take any part in contracting on behalf of the University if he or she has a real, perceived or potential conflict of interest concerning the Contract.

5.2.4 The Responsible Department must consult University administrative and/or academic units whose business processes may be substantially impacted by the proposed Contract prior to the Contract being executed.

5.2.5 If it is possible the proposed Contract may commit substantial resources of a University department/unit outside of the Responsible Department, including but not limited to, financial obligations, telecommunications or IT infrastructure or support, space requirements, or facilities support, the Responsible Department must ensure that the Contract is reviewed and supported by those other departments/units.

5.2.6 Executive Officers are responsible for obtaining any required reviews and approvals to comply with legislative, regulatory or policy requirements (such as from governmental authorities, the Board, and the General Faculties Council) for Contracts arising out of that Executive Officer’s area of responsibility prior to Contract execution.

5.3 Legal Review and Approval

5.3.1 Legal advice concerning Contracts shall be sought in accordance with the Legal Resources Policy.

5.3.2 All Contracts of substantial importance to the University, regardless of value, and all Contracts where there is the potential for significant or uncertain liability to flow to the University must be provided to Counsel for review before such Contracts are signed.

5.3.3 Notwithstanding any other part of this policy, the following Contracts must be reviewed by Counsel prior to the Contract being signed:

(a) Subject to sections 5.5.1 and 5.5.2 below, all Contracts with a total annual financial value of over $500,000;

(b) All Contracts that involve the purchase or sale of land, or acquisition or disposition of an interest in land (i.e. rights of way, leases, licenses etc.), regardless of value (requires review by the General Counsel);

(c) All Contracts where the Contract provides that the governing laws of the Contract are the laws of any jurisdiction other than Alberta or states that it is subject to the exclusive jurisdiction of a court outside of Alberta;

(d) All Contracts concerning activities that could result in significant direct or indirect physical harm or other injury to a person, property or the environment;

(e) All Contracts relating to any matter that has the potential to significantly impair the financial status of the University;

(f) All Contracts with the potential of material risk or onerous consequences, whether legal, financial, reputational or otherwise;
(g) Any non-standard Contracts of employment, and resignation or employment separation Contracts; and

(h) Contracts related to the settlement of disputes.

5.3.4 If there is uncertainty regarding any provision in any Contract, legal advice from Counsel should be sought.

5.3.5 The Responsible Department is responsible for bringing to the attention of the General Counsel any Contract, regardless of value, that has an unusually high risk factor (whether financial, reputational or otherwise); that may bring the activities of the University under scrutiny; or that are precedent-setting or involve sensitive issues, before such Contract is signed. The President will, in consultation with the General Counsel, determine which, if any, of these Contracts must be brought to the attention of the Board.

5.3.6 Without the express agreement of Counsel, template Contracts or template contractual terms which are adopted for one specific use must not be amended, must not be used for purposes other than the purposes for which they were created, and must not be transferred for use by a different contractual area.

5.3.7 Counsel will review Contracts to ensure that they are consistent with federal and provincial laws and University policies and procedures; they are in the best interests of the University; they do not subject the University to undue liability or risk; and that risk management concerns have been reasonably addressed.

5.3.8 Counsel will determine if any other institutional reviews are necessary prior to submission of the Contract for signature and will coordinate obtaining the appropriate reviews.

5.4 Privacy Review

5.4.1 Any Contract that involves the collection, retention or use of personal information must be reviewed by the Privacy and Information Management Department and comply with the University’s privacy policies.

5.5 Exceptions

5.5.1 Where a template of a Contract has been previously approved for use by the General Counsel, no additional legal advice is required, except where an amendment to the template Contract is sought.

5.5.2 Review and endorsement by Counsel is not required with respect to Contract extensions or renewals if the original Contract has received prior review and endorsement by Counsel and the Contract contains no changes or additions other than those pertaining solely to the description of the project, the amount involved and/or the term of the Contract or extension.

5.5.3 Subject to section 5.3 of this policy, the requirement for legal, information privacy and risk management reviews as set out in this policy do not apply to Contracts falling under the jurisdiction of the Procure to Pay department. Procure to Pay will maintain distinct systems for Contract reviews that ensure appropriate legal, information privacy and risk management reviews are done on all Contracts within its area of responsibility.
5.6  Contract Signing Authority

5.6.1 In accordance with the Act, the Board may delegate to the President, Vice-Presidents, or other Employees of the University signing authority and responsibility for matters necessary for the management of day-to-day operations of the University. This power to delegate includes the delegation of authority to sign Contracts on behalf of the University. The President may delegate in writing to any position within the University the President's Contract signing authority, including the power to sub-delegate such authority. The Contract Signing Authority Procedure sets out the current delegated Contract signing authority from the Board and the President, and establishes the Responsible Department, financial limits and other conditions which establish the level of authority to give final approval for the various types of Contracts.

5.6.2 The President is authorized to sign any Contract except in the following circumstances:

(a) Where the President’s authority to deal with the subject matter of the Contract is limited by a Board bylaw, resolution or policy; or

(b) Where the President has a real, perceived or potential conflict of interest concerning the Contract; or

(c) Where the authority to execute a Contract has been specifically delegated to another position under a Board bylaw, resolution or policy.

5.6.3 A position that is supervisory to a position that has been delegated signing authority in respect of a Contract also has the authority to sign that Contract.

5.6.4 Any individual who is in an acting position has the same Contract signing authority as the person on whose behalf he/she is acting.

5.6.5 No person is authorized to sign any Contract on behalf of the University unless:

(a) that Contract has been reviewed and approved in accordance with this policy and associated procedures; and

(b) that person has signing authority in accordance with this policy and the Contract Signing Authority Procedure.

5.6.6 All requests for changes to the Contract signing authorities and limits are to be directed to the General Counsel.

5.7  Sub-Delegation of Contract Signing Authority

5.7.1 Those individuals who have been delegated contract signing authority by the Board, as set out in the Contract Signing Authority Procedure, may sub-delegate to appropriate positions the authority to sign Contracts on behalf of the University in accordance with this Article 5.7 and subject to such terms and conditions deemed appropriate by the individual delegating the signing authority.

5.7.2 Sub-delegations must be made in writing and must specify the extent and duration of the delegated authority. A sub-delegation can be either a Temporary Sub-delegation or an Ongoing Sub-delegation.
5.7.3 A sub-delegation must be to a position (or positions), as opposed to an identified person.

5.7.4 A sub-delegation can only be made to a position filled by an Employee who requires such sub-delegation to efficiently and effectively carry out his or her responsibilities and who has the expertise to use the sub-delegated authority appropriately.

5.7.5 If an Authorized Signatory is unavailable to perform his/her signing function, that Authorized Signatory may delegate such authority for a temporary period of time to any other employee of the University, provided such person reports directly to that Authorized Signatory or is a lateral Authorized Signatory.

5.7.6 If an Authorized Signatory is incapacitated or otherwise unable to delegate his/her authority, that authority may be delegated (in accordance with section 5.7.1) by an Executive Officer.

5.7.7 The written sub-delegation must be maintained by the delegating authority’s office, so that, at any given time, that office can identify who currently has signing authority.

5.7.8 The Employee holding the position that receives the sub-delegation cannot further delegate the signing authority.

5.7.9 The Employee that has been delegated signing authority from the Board or the President will remain ultimately responsible for any Contract executed by his/her delegate and retains the authority to sign the Contract even though he/she has sub-delegated that power to another position.

5.8 Amendments, renewals and extensions

5.8.1 All amendments, renewals or extensions to a Contract shall be signed by the same level of authority that had authority to sign the original Contract unless the Contract value is increased or the risk is increased such that the Contract falls within a different category or level of approval authority, in which case the appropriate Authorized Signatory must sign the amended, renewed or extended Contract (as the case may be).

5.9 Retention of Contracts

5.9.1 All executed Contracts must be retained within the contract repository of the Responsible Department in accordance with the Records Management Policy and the University Records Retention Schedule.

5.10 Policy Compliance

5.10.1 Contracts made in violation of this policy are voidable and may be voided at the sole discretion of the President and appropriate Executive Officer.

5.10.2 Non-compliance with this policy may result in disciplinary action up to and including dismissal or termination of employment contract.
6.0 ASSOCIATED PROCEDURES

- Executive Officer Signing Procedure
- Contract Signing Authority Procedure

7.0 RELATED POLICIES, FORMS, AND OTHER DOCUMENTS

- Employment Policy for Out of Scope Employees
- Conflict of Interest and Commitment
- Capital Asset Management
- Delegation of Signing Authority
- Procurement of Goods and Services
- Contracting for Services with Independent Contractors
- Fundraising
- Endowments
- Naming
- Copyright
- Records Management
- Legal Resources
- Advertising, Solicitation, and Promotion by External Groups
- Alumni Policy

8.0 ACCOUNTABILITY

Policy Sponsor
General Counsel

Office of Administrative Responsibility
Legal
# History

**Relevant Dates**

- **Approved:** 23.05.31
- **Effective:** 23.05.31
- **Next Review:** 28.05

**Modification History**

- **15.12.01:** New Policy. Approved by Board motion 01-09-24-2015/16
- **16.01.15:** Minor revision to clarify coordination of the policy with other policies and to reflect housekeeping changes. Approved by Policy Sponsor.
- **16.09.29:** Revisions to authorized signatories set out in Schedule “A” and housekeeping changes. Approved by Board motion 01-09-29-2016/17
- **17.09.21:** Revisions to authorized signatories set out in Schedule “A” and housekeeping changes. Approved by President as per section 5.4 of the Establishing University Policy Documents policy.
- **17.10.26:** Revisions to authorized signatories set out in Schedule “A” and housekeeping changes. Includes revisions previously approved by President on 2017.09.21. Approved by Board motion 01-10-26-2017/18.
- **18.02.22:** Revisions to authorized signatories set out in Schedule “A” and housekeeping changes. Approved by Board motion 01-02-22-2017/18.
- **18.12.11:** Minor change to replace Academic Governance Council with General Faculties Council effective February 1, 2019. Approved by Policy Sponsor on December 11, 2018.
- **18.12.13:** Revisions to update position titles and to account for the new Vice-President, University Relations position. Approved by Board motion 02-12-13-2018/19.
- **19.05.23:** Revisions to account for presidential transition. Approved by Board Motion 02-05-23-2019 with an effective date of June 1, 2019.
- **21.06.24:** Minor revisions to update position titles and ensure accurate reflection of current organizational structure. Approved by Policy Sponsor on June 24, 2021.
- **23.05.31:** Comprehensively revised, including removal of Schedule “A” from the policy and placement into a new Contract Signing Authority Procedure, and removal of the requirement for executed contracts to be filed in a central contract repository. Approved by the Audit and Risk Committee of the Board of Governors motion #ARC-02-05-31-2022/23.