

UNIVERSITY OF MANITOBA POLICY

Policy:	SIGNING OF AGREEMENTS
Effective Date:	March 16, 2020
Revised Date:	April 1, 2021
Review Date:	April 1, 2031
Approving Body:	Board of Governors
Authority:	The University of Manitoba Act
Responsible Executive Officer:	President
Delegate:	Vice-President (Administration)
Contact:	Associate Vice-President (Fair Practices & Legal Affairs)
Application:	All Employees

Part I Reason for Policy

- 1.1 The purpose of this Policy is to:
- (a) Establish clear and transparent processes for the signing of Agreements and for the delegation of signing authority to persons authorized to enter into Agreements on behalf of the University;
 - (b) Ensure that all Agreements undergo appropriate review and approval prior to execution;
 - (c) Establish clear roles and responsibilities so that administrators and others can manage their respective areas of responsibilities in an effective, efficient and transparent manner;
 - (d) Ensure the University complies with all reasonable requirements from external agencies, such as funding agencies;
 - (e) Ensure sound stewardship of resources and assets; and
 - (f) Provide for consistent accountability throughout the University.

Part II Policy Content

Definitions

- 2.1 The following terms have the following defined meanings for the purpose of this Policy:
- (a) **"Agreement"** means any arrangement, contract, letter of intent, memorandum of understanding, memorandum of agreement or any other type of agreement by any name, whether written or electronic, naming or otherwise binding the University, and which details the rights, benefits and/or obligations of the University.
 - (b) **"Board"** means the Board of Governors of the University of Manitoba.
 - (c) **"Delegate" or "Delegated"** means the temporary transfer of Signing authority by a Signing Officer to a delegated employee. Those to whom Signing authority has been delegated must meet the same standards as a designated Signing Officer, including all duties, responsibilities and obligations as outlined in section 2.8 of this Policy
 - (d) **"Director"** for the purposes of Schedule "A" means a director in or in connection with an administrative unit with a direct reporting line to a Vice-President, Associate Vice-President or Vice-Provost. A job title containing the word "director" is not determinative of Signing Authority.
 - (e) **"Non-Standard Agreement"** means any Agreement that is not a Standard Agreement.
 - (f) **"Policy"** means this Signing of Agreements policy.
 - (g) **"Procedures"** means the Signing of Agreements procedures.
 - (h) **"Settlement Agreement"** means any Agreement settling any legal dispute, claim, complaint or charge by or against the University, whether or not the claim was filed or in writing. A legal claim includes a civil action, a complaint before a judicial or quasi-judicial tribunal and any other action that potentially engages the liability of the University.
 - (i) **"Sign" or "Signing"** means any act whereby a Signing Officer binds the University into an Agreement, and includes the following:
 - (i) affixes his/her signature to an original paper document;
 - (ii) affixes his/her electronic signature, "clicks to accept", or uses any other method of acceptance of an electronic document permitted under *The Electronic Commerce and Information Act (Manitoba)*;

- (iii) uses a University Purchasing Card or Credit Card; or
- (iv) utilizes the University's online travel booking or purchasing tools.
- (j) **"Signing Officer"** means an employee of the University or officer of the Board described by title/position and designated as a Signing Officer under the Procedures, including Schedule "A".
- (k) **"Standard Agreement"** means an Agreement approved by the Office of Legal Counsel for use as a Standard Agreement. Standard Agreements will normally be posted on the website of the Office of Legal Counsel under the heading "Standard Agreements".
- (l) **"Term"** means the total length of time which an Agreement is in effect (for example: from the effective date of the Agreement to the date on which the Agreement terminates). Terms should be computed including any term extensions outlined in the Agreement.
- (m) **"University"** means The University of Manitoba.
- (n) **"Vault"** means the central administration contracts vault maintained by the Office of Legal Counsel.

Signing Officer Obligations

2.2 No Signing Officer shall Sign any Agreement unless:

- (a) The Agreement has been reviewed and approved in accordance with this Policy and Procedure, including appropriate legal review where required; and
- (b) The individual has Signing authority in accordance with this Policy and Procedure.

2.3 Each Signing Officer shall be responsible for ensuring that all of the requirements of this Policy and the Procedures have been met prior to the Signing of any Agreement. Adherence to this Policy and the Procedures does not relieve the Signing Officer of his/her responsibility to comply with all other relevant policies and procedures.

2.4 A person in a position that is supervisory to a Signing Officer in respect of an Agreement under this Policy and related Procedures, also has the authority to Sign that Agreement.

Further Delegation of Signing Authority

2.5 A Signing Officer may not delegate Signing authority, except in writing in to the appropriate Vice-Provost, Associate Vice-President, Associate Dean or

Comptroller, who is operating in an “acting” capacity in the absence of the Signing Officer.

- 2.6 Where Signing authority has been delegated in accordance with Section 2.5 of this Policy, the delegate must apprise the delegator of all Agreements signed pursuant to the Delegated Signing authority.
- 2.7 A Signing Officer may also authorize another employee to send an Agreement electronically, or to “click to accept” an electronic agreement on behalf of the Signing Officer or affix their electronic signature, however doing so does not constitute a Delegation of Signing Authority.

Signing Requiring Prior Approval of the Board of Governors

- 2.8 A Signing Officer must obtain the approval of the Board prior to Signing the following types of Agreements and related documents:
 - (a) documents relating to the purchase, sale, mortgaging or re-zoning of land;
 - (b) licenses to use, leases and commitments of real property or facilities owned by the University for a term exceeding twenty (20) years, other than easements or mineral rights;
 - (c) Agreements for the construction or renovation of a building, the design of a building, or the retention of a project manager for a building project in cases where the total project price is in excess of \$5,000,000. Agreements under this clause may be executed without prior Approval of the Board if:
 - (i) the overall budget and project plan for the project has previously been approved by the Board; and
 - (ii) the Agreement is in accordance within the approved budget; and
 - (iii) the Agreement has been tendered and is in accordance with the project plan;
 - (d) Agreements for the rental, hiring or purchase of goods or services in cases where the total value of rentals, hire payments or purchase price, including amendments, exceeds \$1,000,000. Agreements under this clause may be executed without prior Approval of the Board if they are:
 - (i) for utilities;
 - (ii) for insurance; or

- (iii) for goods purchased through a competitive procurement process for less than \$5,000,000;
- (e) collective bargaining agreements. Agreements under this clause may be executed without prior approval of the Board if:
 - (i) the mandate for the collective bargaining has been approved by the Board previously; and
 - (ii) the Collective Agreement is in accordance that that mandate;
- (f) bonds, debentures or other securities issued by the University for or in connection with the borrowing of money;
- (g) loans given by the University to a third party; and
- (h) guarantees by the University of loans or obligations.

Subsequent Reporting to Board of Governors

- 2.9 The Board shall receive regular reports on capital spending projects from the Associate Vice-President (Administration) as follows:
- (a) For capital projects greater than \$5,000,000.00, the Board will receive quarterly reports compiled on per-project basis encompassing all agreements necessary to complete a BOG-approved project;
 - (b) Projects whose total value falls within the range of \$1,000,000 to \$5 million total project value, the Board will receive a semi-annual report that encompasses both:
 - (i) Projects that fall under the capital renewal budget; and
 - (ii) Projects requests that are self-funded by faculty or units.
 - (c) Projects with a total value of less than \$1,000,000.00 will be reported to the Board on an annual basis.

Additional Approval Requirements

- 2.9 Nothing in this Policy or Procedure shall prevent the Board from imposing or requiring additional reporting and approval action from stakeholders as the Board deems appropriate.

No Further Ability to Bind the University

- 2.10 Except as specifically noted in this Policy and the Procedures and the Schedules, no other individual or entity is entitled to sign any Agreements on behalf of the University whatsoever.

Corporate Seal

- 2.11 The Vice-President (Administration), or delegate, shall be the keeper of the corporate seal.

Part III Accountability

- 3.1 The Office of Legal Counsel is responsible for advising the Vice-President (Administration) that a formal review of this Policy is required.
- 3.2 The Associate Vice-President (Fair Practices & Legal Affairs) is responsible for the implementation, administration and review of this Policy.
- 3.3 All University employees are responsible for complying with this Policy.

Part IV Authority to Approve Procedures

- 4.1 The Board of Governors or the President may approve Procedures, if applicable, which are secondary to and comply with this Policy.

Part V Review

- 5.1 Governing Document reviews shall be conducted every ten (10) years. The next scheduled review date for this Policy is April 2030.
- 5.2 In the interim, this Policy may be revised or repealed if:
- (a) the Vice-President (Administration) or the Approving Body deems it necessary or desirable to do so;
 - (b) the Policy is no longer legislatively or statutorily compliant; and/or

- (c) the Policy is now in conflict with another Governing Document.
- 5.3 If this Policy is revised or repealed all Secondary Documents, if applicable, shall be reviewed as soon as possible in order that they:
- (a) comply with the revised Policy; or
 - (b) are in turn repealed.

Part VI Effect on Previous Statements

- 6.1 This Policy supersedes all of the following:
- (a) all previous Board of Governors/Senate Governing Documents on the subject matter contained herein;
 - (b) all previous Administration Governing Documents on the subject matter contained herein; and
 - (c) Corporate Seal Policy.

Part VII Cross References

- 7.1 This Policy should be cross referenced to the following relevant Governing Documents, legislation and/or forms:
- (a) Signing of Agreement Procedures;
 - (b) Purchasing Policy;
 - (c) Financial Administration and Control of Research and Special Funds;
 - (d) Administration and Control of Operating Funds;
 - (e) Research Agreements Policy;
 - (f) Space Policy; and
 - (g) Travel and Business Expense Claims Policy.