

UNIVERSITY OF MANITOBA PROCEDURE

Procedure:	SIGNING OF AGREEMENTS
Parent Policy:	Signing of Agreements
Effective Date:	March 16, 2010
Revised Date:	April 1, 2021
Review Date:	April 1, 2031
Approving Body:	The Board of Governors
Authority:	Signing of Agreements Policy
Responsible Executive Officer:	President
Delegate: (If applicable)	Associate Vice-President (Fair Practices & Legal Affairs)
Contact:	Associate Vice-President (Fair Practices & Legal Affairs)
Application:	All Employees

Part I Reason for Procedure

- 1.1 The purpose of these procedures is to support the Signing of Agreements Policy.

Part II Procedural Content

Definitions

- 2.1 All terms used as definitions in these procedures shall have the same meaning given to them in the policy and the following definitions apply:
- (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 the 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 the 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 these 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 calculated 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's Authority to Sign

- 2.2 The Board Chair has the authority to approve the hiring of, and Sign offer letters for, the President.
- 2.3 The President and Vice-President (Administration) have the authority to Sign all Agreements, including Standard or Non-Standard Agreements, regardless of value, except for those outlined in section 2.2, above.
- 2.4 The Vice-President (Research and International) has the authority to Sign all Agreements described in Schedule "A" as Research Agreements (including data sharing agreements related to research projects), International Agreements and Technology Transfer Agreements, including Standard and Non-Standard Agreements and all Agreements and documents related thereto, regardless of value.
- 2.5 The Provost and Vice-President (Academic) has the authority to Sign all Agreements described in Schedule "A" as Academic Agreements (within Canada), whether Standard or Non-Standard, regardless of value.
- 2.6 The Vice President (External) has the authority to Sign all Agreements described in Schedule "A" as Gift Agreements, whether Standard or Non-Standard Agreements, regardless of value.
- 2.7 The Vice-President (Indigenous) has the authority to Sign all Agreements described in Schedule "A" as Licensing and Access Agreements for the National Centre for Truth and Reconciliation, whether Standard or Non-Standard Agreements, regardless of value.
- 2.8 Subject to Sections 2.8 and 2.9 of these Procedures and Section 2.7 of the Policy (Prior Board of Governors Approval), Standard Agreements and Non-Standard Agreements may be Signed by a Signing Officer as set out in Schedule "A" of these Procedures. If the type of Agreement is not listed in Schedule "A", it may be Signed by the President, the Vice-President (Administration) or the appropriate Vice-President as identified in sections 2.2 to 2.5 of these Procedures.
- 2.9 Authorized holders of a University Purchasing Card or Travel Card are deemed to be Signing Officers for the sole purpose of using such a card in accordance with the Purchasing Policy and Procedures, Travel and Business Expense Claims Policy and Procedures, and the Cardholder Agreement.

Legal Review Required for Agreements

- 2.10 The Office of Legal Counsel must review and approve all Agreements prior to Signing by a Signing Officer, with the exception of Agreements that are identified in Schedule "B" of these Procedures.
- 2.11 Notwithstanding Schedule "B" of these Procedures, where a Signing Officer, acting reasonably, determines that a Standard or Non-Standard Agreement meets one or more of the following criteria, it must be reviewed by the Office of Legal Counsel, which may refer the Agreement to the President or the appropriate Vice-President, for Signing:
 - (a) the Agreement is of particular importance;
 - (b) the Agreement presents an unusually high risk;
 - (c) the Agreement could bring the University under public scrutiny;
 - (d) the Agreement could affect the reputation of the University or involves controversial matters; or
 - (e) the Agreement involves the collection, use or disclosure of personal and/or personal health information as defined in *The Freedom of Information and Protection of Privacy Act* and *The Personal Health Information Act*.
- 2.12 All Agreements, whether Standard or Non-Standard, which require prior approval of the Board pursuant to Section 2.7 of the Policy must be reviewed and approved by the Office of Legal Counsel.
- 2.13 Even if a legal review is not required by these Procedures, a Signing Officer may refer an Agreement to the Office of Legal Counsel for review to obtain advice and guidance.
- 2.14 If the Office of Legal Counsel does not approve an Agreement it has reviewed, the Agreement may only be Signed with the consent of the President or the Vice-President (Administration), or the Board.
- 2.15 The review done by the Office of Legal Counsel is from a legal perspective only and does not include an assessment of the business case underlying the Agreement. The Signing Officer is responsible for ensuring that the Agreement fits within the business and operational requirements and that any other faculties/departments/units within the University that may be affected by the Agreement have been consulted and (if necessary) have approved the Agreement.

General Principles for Signing of Agreements

- 2.16 Signing Officers are authorized to Sign Agreements and to bind the University to the terms thereof based upon the dollar amounts (in Canadian funds, exclusive of taxes) and subject matter of such Agreements.
- 2.17 Where the Term of an Agreement spans multiple years, the total value of the Agreement for the purposes of these Procedures is the aggregated total across the full Term of the Agreement and it should not be broken down into per annum amounts when determining the appropriate Signing Officer.
- 2.18 Where it is not possible to determine the exact monetary value of an Agreement, for the purposes of these Procedures, the value of the Agreement should be the best estimate of the total dollar value to be paid or received by the University over the entire Term of the Agreement. If it is determined that a best estimate is not possible, the Agreement must be Signed by the President or the appropriate Vice-President.
- 2.19 Where an Agreement is an amendment, extension or renewal of a previously executed Agreement, it should still be processed in the same manner as the original Agreement and in accordance with the Signing Policy and these Procedures.
- 2.20 Unless otherwise specified, signing authority is delegated to a position as opposed to a specific individual.
- 2.21 All Agreements must be entered into in the correct legal name of the University which is "The University of Manitoba". Faculties, departments, units and individual employees should not be named directly as a party to the Agreement.
- 2.22 Before Signing an Agreement, the Signing Officer must be satisfied as to the following matters:
 - (a) that the business terms of the Agreement have been reviewed and are acceptable;
 - (b) that the University is able to meet its obligations (including financial obligations) under the Agreement and that the other party(ies) is/are also reasonably likely to meet their obligations;
 - (c) that the Agreement complies with all applicable legislation, collective agreements and University Policies and Procedures;
 - (d) that the Agreement does not conflict with any existing contractual obligations;
 - (e) that all approvals required by University Policies or Procedures have been obtained, including approval by the Board and/or Senate, if required;

- (f) that benefits to, or liabilities of, the University as a result of the Agreement have been considered and are reasonable;
- (g) that the risks and liabilities arising from the Agreement have been mitigated to a reasonable degree;
- (h) where required by this Procedure, that a legal review has been obtained and that the legal issues have been resolved in a manner acceptable to the Office of Legal Counsel;
- (i) that, where the Agreement is a Standard Agreement, it has been completed only by the addition of the specific information requested in the document, and not by the addition or exclusion of any other information whatsoever;
- (j) that intellectual property interests, proprietary to the University, are appropriately protected in terms that confirm with the University's Policies and Procedures, collective agreements and existing legal obligations; and
- (k) that where the collection, use and/or disclosure of personal and/or personal health information is involved, a Privacy Impact Assessment has been completed where required by the Access & Privacy Office.

2.23 The President and each Vice-President have the power to restrict, in writing, the signing authority of any Signing Officer within their reporting unit(s), at any time and without cause.

2.24 Each Signing Officer shall act in good faith and in the best interests of the University and shall not Sign any Standard or Non-Standard Agreement whereby doing so that Signing Officer is placed in a conflict of interest or would give the appearance of being so, unless that conflict has been addressed in writing and in accordance with the University's Conflict of Interest Policy.

Vault

2.25 Signing Officers shall ensure that, immediately after execution of an Agreement, an executed copy of the Agreement is forwarded to the Office of Legal Counsel for cataloging and placement in the Vault. The Agreement forwarded to the Office of Legal Counsel:

- (a) If executed with original signatures, shall be an original executed copy;
- (b) If executed and transmitted by facsimile or electronic means shall include copies of all counterparts;
- (c) If executed by electronic signature or "click to accept", should include a copy of all terms and conditions, and an acknowledgment by the Signing Officer (in a form acceptable to the Office of Legal Counsel) that the Signing Officer has accepted or authorized the Agreement.

- 2.26 Certain types of Agreements do not need to be forwarded to the Office of Legal Counsel for placement in the Vault, but must be maintained locally, in accordance with the applicable records authority schedule, or forwarded to another central office. These agreements include:
- (a) Agreements described in Schedule “A” as Employment Related Agreements need not be forwarded to the Office of Legal Counsel but may be required to be forwarded to Human Resources; and
 - (b) Other Agreements identified on the website of the Office of Legal Counsel as not required for the Vault.

Part III Accountability

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

Part IV Review

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

Part V Effect on Previous Statements

- 5.1 This Procedure supersedes all of the following:

- (a) all previous Board of Governors/Senate Governing Documents on the subject matter contained herein; and
- (b) all previous Administration Governing Documents on the subject matter contained herein.

Part VI
Cross References

- 6.1 This Procedure should be cross referenced to the following relevant Governing Documents, legislation and/or forms
- (a) Schedule "A";
 - (b) Schedule "B";
 - (c) Signing of Agreements Policy;
 - (d) Purchasing Policy;
 - (e) Financial Administration and Control of Research and Special Funds;
 - (f) Administration and Control of Operating Funds;
 - (g) Research Agreements Policy;
 - (h) Space Policy; and
 - (i) Travel and Business Expense Claims Policy.