



## POLICY ON CONTRACT REVIEW, SIGNING AND REQUIRED APPROVALS

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### PART I – GUIDING PRINCIPLES

#### Purpose/Scope

1. Any authority or accountability granted under this Policy is delegated by the Board of Governors (the “Board”) of Concordia University (the “University”), which has ultimate responsibility for conducting the business of the University, safeguarding University assets against loss or improper use and producing reliable financial records for internal use and external reporting purposes.
2. No individual may sign any contract that creates an obligation or undertaking on behalf of the University unless that individual has signing authority in accordance and in compliance with this Policy.
3. This Policy shall be interpreted restrictively and signing authority shall not be established by analogy or through historical practice.

#### Definitions

4. For the purposes of this Policy:

“*Contract*” means any written or verbal agreement, contract, letter of intent, memorandum of understanding or memorandum of agreement, the provisions of which are binding upon the University.

“*Unit Head*” means an individual, reporting to an Associate Dean, Vice-Provost, Associate Vice-President, Chief Officer, Vice-President or the President, who is in charge of an academic or administrative unit or department.

Except as otherwise provided for in this Policy, “*Value*” means the total value of the Contract over its term, excluding all taxes, service charges and other associated fees, but including the potential value of extensions to the Contract. In the case of Property Leases, “*Value*” shall have the meaning of “*Rental Value*” as such term is defined in [Section 23 d.](#)

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### Responsibility of Signing Officers

5. A signing officer is a person to whom authority to sign a Contract on behalf of the University has been delegated or sub-delegated.
6. Before signing a Contract, a signing officer must be satisfied as to the following and must be prepared to take responsibility to attest:
  - a. that the University is able to meet its obligations within the terms of the Contract and that the other party/ies is/are reasonably likely to meet its/their obligations
  - b. that the Contract complies with the relevant legislation, collective agreements, and University policies and procedures
  - c. that the University has sought and obtained the necessary government approvals, when required
  - d. that the financial and other benefits to, or liabilities of, the University as a result of the Contract have been considered and are reasonable
  - e. that the risks and liabilities presented by the Contract have been addressed
  - f. that the mandatory legal review required in accordance with [Article 12](#) below has been obtained.

### PART II - MANAGEMENT OF CONTRACTS

#### General

7. Every signing officer who has signed a Contract pursuant to this Policy shall keep an original of such Contract or, when not available, a true copy thereof, as well as the necessary supporting documents, in his/her office or a place under his/her control.
8. Each Vice-President or Chief Officer shall diligently bring to the attention of the President who will relate to the Board those Contracts within his/her jurisdiction which are considered of sufficient importance, regardless of Value, prior to their signature.

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Such Contracts include but are not limited to Contracts with an unusually high risk factor, Contracts that might bring the activities of the University under public scrutiny or Contracts which might involve any controversial matter.

9. Notwithstanding any other provision of this Policy, each Vice-President or Chief Officer shall obtain the approval of the Board before entering into a Contract where the Value to be disbursed by the University exceeds \$3,000,000, irrespective of its term.
10. Each Vice-President or Chief Officer has the power to restrict the signing authority of any subordinate signing officer, in writing.
11. No signing officer designated in this Policy shall sign any Contract within the scope of that signing officer's jurisdiction where, by doing so, that officer is placed in a conflict of interest or gives the appearance of being so. See *Code of Ethics and Safe Disclosure Policy Applicable to Employees of Concordia University* ([BD-4](#))

### Mandatory Legal Review of Contracts

12. Review of a Contract, prior to its signing, by the Office of the General Counsel, in accordance with that Office's written procedures, is mandatory except in the following instances:
  - a. Property Leases having a total Value not exceeding \$100,000;
  - b. Construction Contracts having a total Value not exceeding \$100,000;
  - c. Research Contracts having a total Value not exceeding \$250,000;
  - d. Research Grant applications;
  - e. Athletic Contracts having a total Value not exceeding \$100,000;
  - f. International Development and Cooperation Contracts having a total Value not exceeding \$100,000;
  - g. Academic Contracts having a total Value not exceeding \$100,000;

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- h. Cooperation agreements having a total Value not exceeding \$100,000;
- i. Purchasing Contracts having a total Value not exceeding \$100,000.

### PART III - SIGNING AUTHORITY

#### General

- 13. The Board has the general and overriding power to enter into all Contracts, of whatever nature, binding the University. It retains such power, notwithstanding the delegation of authority or accountability conferred upon specific delegates per [Regulation BG-2008-10-D17 as amended](#) from time to time and as pursuant to this Policy. Furthermore, the Board retains the residual power to contract itself or through its Executive Committee, where no specific delegation of authority has been made in relation to any Contract.
- 14. The Secretary of the Board as well as the Secretary-General have the authority to issue any document authenticating or confirming the by-laws, resolutions, decisions and other acts of the Board.
- 15. A Contract for which no person has been designated as signing officer may be entered into and signed in the name of the University by:
  - a. the Secretary-General, if the Value of the Contract does not exceed \$1,000,000
  - b. the President, if the Value of the Contract exceeds \$1,000,000.
- 16. Any signing officer herein designated may enter into and sign any Contract, amendment or change order within the scope of that officer's jurisdiction for any amount less than the ceiling amount fixed for that officer's signing authority.

For an amendment or a change order, it is the Value of the amendment or the change order added to the aggregate Value of the initial Contract and any previous amendment(s) or change order(s), that is used for the purposes of calculating the ceiling amount fixed for an officer's signing authority. The term amendment or change order includes the extension of the duration of the existing Contract.

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17. Signing authority is automatically vested in the individual at the next higher level of authority in the direct line of reporting.
18. If the President, a Vice-President or a Chief Officer will be absent from the University for more than two (2) working days, he/she shall, for the duration of the absence, delegate the functions of his/her Office, including his/her signing authority to another Vice-President/Chief Officer or to an Associate Vice-President (or analogous position) or Deputy or Vice-Provost as appropriate, by submitting an electronic [Temporary Notice of Delegation Form](#) to the Office of the Secretary-General which shall ensure that the Delegation is communicated to the appropriate University Departments.
19. If a Dean will be absent from the University for more than two (2) working days, he/she shall, for the duration of the absence, delegate the functions of his/her Office, including his/her signing authority to another Dean or the University Librarian or to an Associate Dean, by submitting an electronic [Temporary Notice of Delegation Form](#) to the Office of the Secretary-General which shall ensure that the Delegation is communicated to the appropriate University Departments.
20. Individuals may exercise the authority prescribed in this Policy only with respect to those Contracts pertaining to their faculty, department or administrative unit or for the function for which they are responsible or over which they have jurisdiction.

### Concordia International

21. The review by the Associate Vice-President, International of all International Development and Cooperation Contracts and all Academic Contracts with an international party, including but not limited to, academic cooperation agreements, bi-lateral academic agreements and research agreements, prior to their signing, is mandatory. See *Policy on New International Academic Linkages* ([VPRGS-6](#)).
22. For all such Contracts, the Associate Vice-President, International and the Office of Concordia International, in consultation with the relevant University offices, shall:
  - a. ensure that the appropriate internal approvals have been obtained
  - b. provide a reasoned request for signature of the appropriate Concordia officer

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- c. oversee compliance with Quebec statutory requirements for government approval, if applicable
- d. oversee compliance with relevant University policies
- e. ensure that the Office of Research and the Research Funds Unit are kept informed, if applicable
- f. ensure that any potential financial impacts on the University are recognized, noted and communicated to the Chief Financial Officer
- g. generally oversee the proper execution of all such Contracts and agreements.

### Property Leases

23. In this Section, unless the context indicates otherwise:
- a. *“Temporary Space Signatory”* means a Unit Head or those individuals who are authorized by a Unit Head to enter into temporary use of space agreements on behalf of the University.
  - b. *“Lease”* means any Contract, including premises rental Contracts, by which a party acquires or cedes the enjoyment of the right to property
  - c. *“Property”* means any immovable property (i.e. buildings or land) owned by the University or premises leased by the University, wherever situated
  - d. *“Rental Value”* means the total value of the Lease (minimum rent plus additional rent) over its term, excluding all taxes but including the potential value of any extensions or renewals to the Lease
  - e. *“Term”* means the initial term of the Lease and any option to renew.
24. All Leases, wherein the University is a lessee, with a Rental Value greater than \$1,000,000, including any extensions or renewals thereof, whether or not financed by the *Ministère de l’Enseignement Supérieur, de la Recherche, de la Science et de la Technologie* must

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be approved by the *Ministère de l'Enseignement Supérieur, de la Recherche, de la Science et de la Technologie*. All Leases, where the University is a lessee, that have a term greater than 15 years and a Rental Value greater than \$5,000,000 or 5% of the University's yearly operating expenditures must be approved by the *Ministère des Finances*, as well.

25. Upon receipt of the relevant government approvals, where required, Leases and any extensions or renewals of Leases may be entered into and signed in the name of the University as lessee:
  - a. by the Associate Vice-President, Facilities Management, if the Rental Value does not exceed \$500,000 and if the Term of the Lease does not exceed 3 years
  - b. by the Associate Vice-President, Facilities Management and the Vice-President, Services, if the Rental Value does not exceed \$1,000,000 and if the Term of the Lease does not exceed 15 years
  - c. by the Vice-President, Services and the President, if the Rental Value exceeds \$1,000,000 or if the Term of the Lease exceeds 15 years.
  
26. Leases and any extensions or renewals of Leases may be entered into and signed in the name of the University as lessor:
  - a. by the Associate Vice-President, Facilities Management, if the Rental Value does not exceed \$1,000,000 and if the Term of the Lease does not exceed 5 years
  - b. by the Associate Vice-President, Facilities Management and the Vice-President, Services, if the Rental Value does not exceed \$3,000,000 and if the Term of the Lease does not exceed 15 years
  - c. by the Vice-President, Services and the President, if the Rental Value exceeds \$3,000,000 or if the Term of the Lease exceeds 15 years.
  
27. Upon receipt of the relevant government approvals, where required, temporary use of space agreements may be entered into and signed in the name of the University as owner, provided always that such temporary use of space agreements are in conformity with the *Policy on the Temporary Use of University Space* ([VPS-24](#)):



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- a. by the Temporary Space Signatory, if the Rental Value does not exceed \$50,000 and if the Term of the temporary use of space agreement does not exceed one year
- b. by the Temporary Space Signatory and the Associate Vice-President, Facilities Management, if the Rental Value does not exceed \$1,000,000 and if the Term of the temporary use of space agreement does not exceed 5 years
- c. by the Temporary Space Signatory, the Associate Vice-President, Facilities Management and the Vice-President, Services, if the Rental Value does not exceed \$3,000,000 or if the Term of the temporary use of space agreement does not exceed 15 years
- d. by the Temporary Space Signatory, the Vice-President, Services and the President, if the Rental Value exceeds \$3,000,000 or if the Term of the temporary use of space agreement exceeds 15 years.

### Construction Contracts

28. In this Section, unless the context indicates otherwise, “*Construction*” means any work related to the building, renovation, repair or alteration, in any manner, of immovable property owned by or vested in, or leased by, the University wherever situated. Construction Contracts include, without limitation, general and sub-contracts, professional services Contracts and supply Contracts related to duly authorized Construction projects.
29. Construction projects scheduled/foreseen to be undertaken during a 5 year period must be declared in the University’s quinquennial investment plan which is submitted to the *Ministère de l’Enseignement Supérieur, de la Recherche, de la Science et de la Technologie* annually.
30. Construction, renovation and rebuilding projects must be approved by the *Ministère de l’Enseignement Supérieur, de la Recherche, de la Science et de la Technologie* prior to the preparation of plans and specifications (*plans et dévis*) by taking into account the financial risks to be assumed and based on the capital cost of the project.

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31. The governance of Construction projects having a capital Value greater than \$40,000,000 is subject to the rules outlined in the [\*Framework Policy for the Governance of Major Public Infrastructure Projects\*](#).
32. Upon receipt of the relevant government approvals, if required, Construction Contracts, professional services Contracts and supply Contracts related to duly authorized Construction projects, may be entered into and signed in the name of the University:
  - a. by the Associate Vice-President, Facilities Management, if the amount payable under such Contract does not exceed \$500,000
  - b. by the Associate Vice-President, Facilities Management and the Vice-President, Services, if the amount payable under such Contract does not exceed \$3,000,000
  - c. by the Vice-President, Services and the President, if the amount payable under such Contract exceeds \$3,000,000.
33. Any amendment/change order that involves an additional expenditure with respect to a Construction Contract, professional services Contract and supply Contract related to duly authorized construction projects, initially Valued at more than \$100,000 must be authorized by the Vice-President, Services and the Secretary-General. The Vice-President, Services and the Secretary-General may delegate, in writing, the authority to authorize such an amendment/change order. Additional expenditures authorized under such delegation of authority may not exceed the lesser amount of \$250,000 or 10% of the initial Value of the Contract.

Notwithstanding the second paragraph of Article 16 and unless otherwise instructed by an individual at a higher level of authority, when an amendment/change order is authorized as per the present Article, the amendment/change order can be entered into and signed in the name of the University by the Associate Vice-President, Facilities Management.

34. Notwithstanding [Article 18](#), the President or the Vice-President, Services may delegate their signing authority, in writing, with respect to a given Construction Contract, to the Associate Vice-President, Facilities Management.

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35. Any document that upholds or cancels a performance evaluation pursuant to the applicable legislation shall be signed by the relevant Vice-President or Chief Officer and the Secretary-General.

### Research Contracts

36. In this Section, unless the context indicates otherwise, “*Research Contract*” includes a research agreement or a Research Grant, as defined below and as outlined in the *Policy on Contract Research (VPRGS-1)*, as well as a license agreement or a technology transfer agreement.
- a. A Research Contract is an agreement between a sponsor and the University providing for a lease of services and facilities, and generally conferring upon the sponsor title to the results of the research activity, often including the intellectual property, licensing or other related options. A default on the part of the University or the researcher to perform the obligations undertaken gives rise to liability for contractual breach. A Research Contract is a business transaction, hence all direct and indirect costs, including the salaries of researchers of the University, may be charged to the sponsor.
  - b. A “*Research Grant*” given in aid of research through the University is financial support for a researcher, conducting research in a particular subject area. The research conducted forms part of the University member’s regular duties and is not normally the object of any additional compensation to the researcher. Title to the results of the research activity, including intellectual property, licensing or other related options is not vested in the grantor. A Research Grant does not generate enforceable obligations except as to the management of the funds for grant purposes and, where applicable, according to the grantor’s guidelines or policies. A Research Grant has no limitations on publication and no requirements as to deliverables other than reporting and financial stipulations. A Research Grant usually covers direct costs, while indirect costs may only be partially recovered.
  - c. An international research agreement is a framework agreement between universities or research institutions which defines and encourages research collaborations among their members in defined disciplines. Under these

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agreements, subsequent specific Research Contracts may be developed which refer to one project or collaboration, clearly defining the services, facilities, and personnel involved. The framework agreement serves as an intention to develop collaborative research projects.

- d. An inter-institutional research collaboration agreement is an agreement between universities or research institutions to collaborate on a particular research project funded by a third party.
37. Notwithstanding anything herein contained, Research Contracts funded by the Canadian International Development Agency (CIDA) or the International Development Research Centre (IDRC) are governed by the Section on International Development Contracts.
  38. The officers designated below may sign all accessory documents and perform all acts imposed upon or permitted to the University, in virtue of the Research Contract and such accessory documents.
  39. Research Grant applications may be entered into and signed in the name of the University:
    - a. by the Associate Vice-President, Strategy and, if the amount payable under such Research Grant does not exceed \$500,000
    - b. by the Vice-President, Research and Graduate Studies if the amount payable under such Research Grant does not exceed \$3,000,000
    - c. by the Vice-President, Research and Graduate Studies and the President if the amount payable under such Research Grant exceeds \$3,000,000.
  40. Research Contracts and international research agreements may be entered into and signed in the name of the University:
    - a. by the Associate Vice-President, Strategy and Operations, if the amount payable under such Research Contract does not exceed \$500,000

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- b. by the Vice-President, Research and Graduate Studies if the amount payable under such Research Contract does not exceeds \$3,000,000
  - c. by the Vice-President, Research and Graduate Studies and the President if the amount payable under such Research Contract exceeds \$3,000,000.
41. Inter-institutional research collaboration agreements may be entered into and signed in the name of the University by the Associate Vice-President, Strategy and Operations and the Vice-President, Research and Graduate Studies irrespective of the amount involved.

### Athletics Contracts

42. In this Section, unless the context indicates otherwise, “*Athletics Contract*” means any Contract in relation to sports activities on the property of the University or for University purposes involving the rental of sports facilities, game agreements, programme sponsorships and sports related advertising.

Contracts for the acquisition of goods and services related to athletics shall be subject to the procedures outlined in the Section of this Policy dealing with Purchasing Contracts.

43. Athletics Contracts may be entered into and signed in the name of the University:
- a. by the Director of Recreation and Athletics if the total Value of such Contract does not exceed \$100,000 per annum
  - b. by the Director of Recreation and Athletics and the Associate Vice-President, Enrolment and Student Services, if the total Value of the Contract does not exceed \$500,000 per annum
  - c. by the Director of Recreation and Athletics, the Associate Vice-President, Enrolment and Student Services, and the Vice-President, Services if the total Value of the Contract does not exceed \$1,000,000 per annum
  - d. by the Vice-President, Services and the President, if the total Value of such Contract exceeds \$1,000,000 per annum.

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### International Development Contracts

44. In this Section, unless the context indicates otherwise, "*International Development Contract*" means any Contract with any government, or any of its departments or agencies or any international organization or its agencies, for international development projects.

This definition includes but is not limited to Contracts with the Canadian International Development Agency (CIDA), the International Development Research Centre (IDRC), the World Bank and the associated Asian Development Bank, Inter-American Development Bank, African Development Bank, and Caribbean Development Bank.

45. Notwithstanding the above, Research Grants and Research Contracts, not funded by CIDA or IDRC, are governed by the Section in this Policy on Research Contracts.
46. Notwithstanding the above, Contracts for academic or teaching services, not funded by CIDA or IDRC, are governed by the Section in this Policy on Academic Contracts.
47. International Development Contracts may be entered into and signed in the name of the University:
- a. by the Vice-President, Research and Graduate Studies if the total Value of such Contract does not exceed \$1,000,000
  - b. by the Vice-President, Research and Graduate Studies and the President if the total Value of such Contract exceeds \$1,000,000.

### Academic Contracts

48. In this Section, unless the context indicates otherwise, "*Academic Contract*" means any agreement for the pursuit of any academically related activity including without limitation the establishment or management of an arrangement, program or organization, within or outside the University premises, between the University and another party, publishing Contracts, conference agreements, training agreements, survey Contracts, video production Contracts, royalty Contracts, editing and copyright agreements.

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49. Notwithstanding the above, this Section does not include those Contracts governed by specific Sections in this Policy, including Property Leases, Research Contracts, International Development Contracts and Cooperation Contracts.
50. The officers designated below may sign all accessory documents and perform all acts imposed upon or permitted to the University, in virtue of the Academic Contract and such accessory documents.
51. Academic Contracts may be entered into and signed in the name of the University;
  - a. by the Dean of the Faculty or of the School of Extended Learning, the University Librarian or the relevant Unit Head if the amount payable under such Contract does not exceed \$250,000
  - b. by the Dean of the Faculty or of the School of Extended Learning, the University Librarian or the relevant Unit Head and the Provost and Vice-President, Academic Affairs, if the amount payable under such Contract does not exceed \$1,000,000
  - c. by the Provost and Vice-President, Academic Affairs and the President, if the amount payable under such Contract exceeds \$1,000,000
  - d. in any case of such Contract with an international party, the Vice-President, Research and Graduate Studies and the President shall be signatories with the exception of Cooperation Contracts pursuant to *the Policy on New International Academic Linkages* ([VPRGS-6](#)) in which case the signing authorities in that Policy shall prevail as well as contracts related to Academic Visitors pursuant to the *Policy on Academic Visitors* ([VPRGS-10](#)) in which case the Dean of the relevant Faculty shall be the signatory.

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### Cooperation Contracts

52. In this Section, unless the context indicates otherwise, “*Cooperation Contract*” means any Contract between the University and any government, or any of its departments or agencies or any international organization or its agencies, or any university or any educational institution, for higher academic purposes. Without limitation, Cooperation Contracts include participation in government-financed programs, participation in inter-university affiliations including joint academic programs, agreements to promote student exchange activities and inter-collegiate or inter-institution sports arrangements.
53. Notwithstanding the above, Cooperation Contracts shall not include International Development Contracts.
54. Cooperation Contracts requiring approval under *An Act respecting the ministère de la culturelle et des Communications* and the *Act respecting the ministère du Conseil exécutif*, must be submitted for approval to the designated government authorities.
55. The officers designated below may sign all accessory documents and perform all acts imposed upon or permitted to the University, in virtue of the Cooperation Contract and such accessory documents.
56. Cooperation Contracts may be entered into and signed in the name of the University:
  - a. by the Dean of the Faculty or of the School of Extended Learning, the University Librarian or the relevant Unit Head, if the amount payable under such Contract does not exceed \$250,000
  - b. by the Dean of the Faculty or of the School of Extended Learning, the University Librarian or the relevant Unit Head and the relevant Vice-President, if the amount payable under such Contract does not exceed \$1,000,000
  - c. by the relevant Vice-President and the President, if the amount payable under such Contract exceeds \$1,000,000
  - d. in any case of such Contract with an international party, the Vice-President, Research and Graduate Studies and the President shall be signatories, as well.



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### Student Association Contracts

57. In this Section, unless the context indicates otherwise, “*Student Association Contract*” means any Contract between the University and a Concordia student association, group or club which regulates the collection of student fees for their activities, including without limitation, agreements determining financing and operations.
58. The signing of Student Association Contracts shall be governed by the provisions of the *Policy on Student Associations and Groups* ([VPS-10](#)).
59. Student Association Contracts may be entered into and signed in the name of the University by the Dean of Students, the Associate Vice-President, Enrolment and Student Services and the Vice-President, Services.

### Purchasing Contracts

60. In this Section, unless the context indicates otherwise, “*Purchasing Contract*” means any purchase agreement, blanket order, Contract or purchase order for the acquisition by purchase, lease-back or rental of moveable effects including goods, supplies, equipment and services (including professional consulting services) for any University purpose but excludes the purchasing of books and other publications by the University Bookstore and the University Libraries.  
  
In accordance with the *Procurement Policy* ([CFO-20](#)) as well as all other relevant policies and guidelines, sourcing, negotiations, contractual arrangements and the purchase of goods and services shall be the sole responsibility of Purchasing Services.
61. Notwithstanding the above, Sections in this Policy dealing with Construction Contracts, Athletics Contracts and Academic Contracts prevail over the present Section on Purchasing Contracts to the extent they deal with purchase orders or Purchasing Contracts.
62. All lease-back agreements or rental agreements of moveable effects including goods, supplies, equipment and services leases with a term greater than 365 days and a Value greater than the lesser of \$5,000,000 or 5% of the University’s yearly operating expenditures must be approved by the *Ministère des Finances*.

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63. Purchase orders or Purchasing Contracts may be entered into and signed in the name of the University by those individuals designated in Article 64, provided that they are preceded by the relevant government approvals, if required, as well as the required Purchase Requisition authorizations as per the *Procurement Policy* ([CFO-20](#)).
64. Upon receipt of the relevant government approvals, if required, and following the appropriate purchase requisition authorization, Purchasing Contracts may be entered into, in accordance with the *Procurement Policy* ([CFO-20](#)) and signed in the name of the University:
- a. by a Buyer of Purchasing Services, if the total Value of the Purchase Contract does not exceed \$25,000 per annum
  - b. by a Senior Buyer of Purchasing Services, if the total Value of the Purchasing Contract does not exceed \$50,000 per annum
  - c. by the Director of Purchasing Services, if the total Value of the Purchasing Contract does not exceed \$100,000 per annum
  - d. by the relevant Associate Vice-President, if the total Value of the Purchasing Contract does not exceed \$250,000 per annum
  - e. by the relevant Associate Vice-President and Vice-President or Chief Officer if the total Value of the Purchasing Contract does not exceed \$1,000,000 per annum
  - f. by the President, if the total Value of the Purchasing Contract exceeds \$1,000,000 per annum.
65. Any amendment that involves an additional expenditure to a Purchasing Contract initially Valued at more than \$100,000 must be authorized by the relevant Vice-President or Chief Officer and the Secretary-General. The relevant Vice-President or Chief Officer and the Secretary-General may delegate, in writing, the authority to authorize such an amendment. Additional expenditures authorized under such delegation of authority may not total more than 10% of the initial Value of the Purchasing Contract.

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Notwithstanding the second paragraph of Article 16 and unless otherwise instructed by an individual at a higher level of authority, when an amendment is authorized as per the present Article, the amendment can be entered into and signed in the name of the University by the Director of Purchasing Services.

66. Any document that upholds or cancels a performance evaluation pursuant to the applicable legislation shall be signed by the relevant Vice-President or Chief Officer and the Secretary-General.

### Settlement Agreements

67. In this Section, unless the context indicates otherwise, “*Settlement Agreement*” means any document that settles a legal claim against the University. A legal claim may be a civil action, a grievance pursuant to a Collective Agreement, a complaint before a judicial or quasi-judicial tribunal or any other action that potentially engages the liability of the University.
68. No Settlement Agreement may be entered into and signed in the name of the University until it has been approved by the Office of the General Counsel.
69. A Settlement Agreement may be entered into and signed in the name of the University:
  - a. for any claim related to labour relations involving non-academic employees, by the relevant Unit Head or Dean, the Executive Director of Employee and Labour Relations and the Associate Vice-President, Human Resources
  - b. for any claim related to labour relations involving part-time faculty members, by the relevant Dean, if appropriate, the Executive Director of Employee and Labour Relations and the Provost and Vice-President, Academic Affairs
  - c. for any claim related to labour relations involving full-time faculty members and professional librarians, by the relevant Dean or University Librarian, if appropriate, the Executive Director of Employee and Labour Relations and the Provost and Vice-President, Academic Affairs

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- d. for all other claims, by the Unit Head or Dean concerned and the relevant Vice-President or Chief Officer.

In all cases where the Settlement Agreement results in an aggregate payment that exceeds \$1,000,000, the relevant Vice-President or Chief Officer and the President must be signatories.

### Gift Agreements

70. In this Section, unless the context indicates otherwise, “*Gift Agreement*” means any undertaking whereby a gift, donation or bequest is accepted including, without limitation, endowment agreements, gifts-in-kind, deferred gifts and other gift acceptance agreements. This Section should be read in conjunction with the *Policy concerning Gift Acceptance and Receipting* ([VPAER-1](#)) and the *Policy on the Naming of University Spaces, Buildings, and other Assets, Programs or Activities* ([VPAER-3](#)).
71. Gift Agreements may be entered into and signed in the name of the University:
  - a. in the case of all gifts-in-kind, by the Vice-President, Advancement and Alumni Relations. If a gift is faculty-specific, the Dean of the Faculty to which the gift is designated, will co-sign the Gift Agreement. If a gift is for research and graduate support, the Vice-President, Research and Graduate Studies will co-sign the Gift Agreement. In the case of awards and bursaries, the Director of Financial Aid and Awards, the Faculty Dean and, if appropriate, the Dean of Graduate Studies, will receive copies of the Agreement. Final acceptance of the appraised Value of the gift shall be evidenced by the issuance of a charitable receipt by the Office of the Vice-President, Advancement and Alumni Relations
  - b. in the case of all gifts-in-kind that are works of art made to the Leonard and Bina Ellen Art Gallery, by the Director of the Leonard and Bina Ellen Art Gallery in accordance with the *The Leonard and Bina Ellen Art Gallery Acquisition Policy* ([VPRGS-11](#)). In all other cases, by the Vice-President, Advancement and Alumni Relations and the relevant Vice-President or Dean. Final acceptance of all such gifts shall be evidenced by the issuance of a charitable tax receipt by the Office of the Vice-President, Advancement and Alumni Relations

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- c. in the case of named endowed award agreements and annually funded named awards, by the Vice-President, Advancement and Alumni Relations and the relevant Dean or Director, as applicable. Depending upon the nature of the agreement, the Director of Financial Aid and Awards on behalf of the Undergraduate Scholarship and Awards Committee and/or the Dean of Graduate Studies. Any gift requiring the establishment of an Academic Chair or Special Professorship in accordance with the provisions of the CUFA Collective Agreement requires the prior agreement of the Provost and Vice-President, Academic Affairs and the Vice-President, Research and Graduate Studies
- d. in the case of other endowment agreements, by the Vice-President, Advancement and Alumni Relations and the relevant Dean or Director, as applicable
- e. in the case of other endowment agreements that are not Faculty-specific, by the Vice-President, Advancement and Alumni Relations, the Provost and Vice-President, Academic Affairs and the Vice-President, Research and Graduate Studies, as applicable
- f. in the case of all other gifts, by the Vice-President, Advancement and Alumni Relations.

### Banking, Borrowing, Investment and Financial Commitments Contracts

- 72. In this Section, unless the context indicates otherwise, “*Banking, borrowing, Investment and Financial Commitments Contract*” means any Contract in relation to the management or investment of the University’s funds or the arrangement of a borrowing or financial commitment on behalf of the University, as outlined in the [Financial Administration Act](#) and its relevant regulations.
- 73. Banking, Borrowing, Investment and Financial Commitment Contracts may be entered into and signed in the name of the University only after securing the necessary governmental approvals in accordance with the [Financial Administration Act](#) and its relevant regulations, if required, by those officials named in and pursuant to the conditions outlined in specific Board resolutions, as amended from time to time, adopted for such purposes.

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Approved by the Board of Governors on December 16, 1998 and amended on November 17, 2011, June 7, 2013 and September 19, 2013.