

BOARD OF GOVERNORS

NOTICE OF MEETING

June 12, 2019

Please be advised that the next meeting of the Board of Governors of Concordia University will take place <u>at 4 p.m., on Monday, June 17, 2019</u>, in Room GM 410 (Board of Governors Meeting Room), located on the 4th floor of the Guy-Metro Building, 1550 de Maisonneuve Blvd. West, on the SGW Campus. Refreshments and light fare will be provided.

Kindly confirm your attendance to Evelyne Loo as soon as possible at evelyne.loo@concordia.ca or at 514-848-2424, ext. 4814.

Members of the University community who wish to view the meeting are invited to go to the observers' room EV 002.301, Located on Floor S2 of the Engineering, Computer Science, and Visual Arts Integrated Complex.

Danielle Tessier

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Secretary of the Board of Governors



AGENDA OF THE OPEN SESSION OF THE MEETING OF THE BOARD OF GOVERNORS

Monday, June 17, 2019, at 4 p.m. Room GM 410 (Board of Governors Meeting Room) SGW Campus

Time	Item	ı	Presenter/s	Action
4:00	1. 1.1	Call to order Adoption of the Agenda	N. Hébert N. Hébert	Approval
	COI	NSENT AGENDA	N. Hébert	
	2.	Adoption of May 28, 2019 Minutes		Approval
	3.	Memberships of Advisory Search Committees (<i>Document BG-2019-5-D2</i>)		Information/ Approval
	4.	Amendments to Policy on Contract Review, Signing and Required Approvals (BD-1) (Document BG-2019-5-D3)		Approval
	5.	Sundry fees report (Document BG-2019-5-D4)		Information
	REG	GULAR AGENDA		
4:05	6.	Business arising from the Minutes not included on the Agenda		
4:10	7.	President's report (Document BG-2019-5-D5)	A. Shepard	Information

4:15	8.	Presentation on Summer@Concordia (Document BG-2019-5-D6)	A. Whitelaw	Information
4:25	9.	Other business		
4:30	10	Adiournment	N Hébert	





MINUTES OF THE OPEN SESSION MEETING OF THE BOARD OF GOVERNORS

Held on Tuesday, May 28, 2019, at 4 p.m. in Room GM 410 (Board of Governors Meeting Room) located on the 4th floor of the Guy-Metro Building, 1550 de Maisonneuve Blvd. West on the SGW Campus

PRESENT

<u>Governors</u>: Norman Hébert jr., *Chair*, Helen Antoniou, Françoise Bertrand, *Vice-Chair*, Patrice Blais, Jeff Bicher, Antoinette Bozac, Ken Brooks, Stéphane Brutus, William Bukowski, Jarrett Carty, Gina P. Cody, Sophie Hough-Martin, Tony Loffreda (*via telephone*), Frédérica Martin, *Vice-Chair*, Michael Novak (*via telephone*), Georges Paulez, Philippe Pourreaux, Alan Shepard, *President and Vice-Chancellor*, Suzanne Sauvage, Ted Stathopoulos

Alternate Governor: Eunbyul Park

Also attending: Philippe Beauregard, Sylvie Bourassa, Graham Carr, William Cheaib, Paul Chesser, Denis Cossette, Roger Côté, Christophe Guy, Jean-François Hamel, Frederica Jacobs, Anne Whitelaw

ABSENT

<u>Governors</u>: Daniel Cross, Adriana Embiricos, Rana Ghorayeb, Chaim Kuhnreich, Kim Thuy Ly Thanh

Non-voting observer: Jonathan Wener, Chancellor

1. Call to Order

Mr. Hébert called the meeting to order at 4:02 p.m.

1.1 Adoption of the Agenda

Upon motion duly moved and seconded, it was unanimously RESOLVED:

R-2019-4-4 That the Agenda be approved, including the items on the Consent Agenda.

CONSENT

2. Adoption of April 17, 2019 Minutes

R-2019-4-5 That the Minutes of the meeting of the Open Session of April 17, 2019 be approved.

- 3. Request for the use of the Concordia name (Document BG-2019-4-D2)
- R-2019-4-6 That, subject to the conditions set out in the Policy on the Use of Concordia University's Name, Logo and Related Insignia, and the Governance of its Visual Character and Digital Presence (<u>SG-4</u>), the Board of Governors approve the following requests to use the Concordia name:
 - Katalis Concordia
- 4. Line of Credit Framework (Document BG-2019-4-D3)
- R-2019-4-7 Whereas Concordia University (the "University") currently has a total of \$245 million of available credit facilities, via lines of credit, with BMO (\$75 million), Royal Bank (\$70 million), TD Bank (\$60 million) and Caisse Centrale Desjardins (\$40 million) (collectively the "Current Facilities") that may be used to finance its operational cash flow needs, accumulated deficit, capital investments, the temporary financing of maturing capital bonds and payment of outstanding loans made to the University by Financement-Quebec, funding of the University's working capital due to timing differences between the collection of revenues and disbursement of expenses as well as financing of the University's restricted funds and other short-term needs (the "Short-Term Loans Purposes").

Whereas as a result of the University's growing needs as expressed through its operating and capital budgets, as well as due to delays in collecting grant receivables from the government, with a view to comply with the University's funding and financing policies and in order to ensure that Concordia has enough cash to pay for its financial commitments over the short term, the University requires an increase to its the short-term borrowing capacity to an aggregate amount not to exceed \$330 million CAD (the "Global Threshold").

Whereas, approval is being sought for the establishing of a line of credit framework, as more specifically set out in paragraph 1 of the present resolution (the "Line of Credit Framework"), that will allow for allocation of the Global Threshold among any member of the Desjardins Group, including Caisse Centrale Desjardins, and the institutions, as at December 31, 2018, listed in Schedule I of the Bank Act, S.C. 1991, c.46, ("Schedule I of the Bank Act"), a copy of which is annexed to this resolution as Schedule A (collectively the "Approved Institutions" or one "Approved Institution") without the need to seek Board approval on a per credit facility basis.

Whereas pursuant to "SPECIAL BY-LAW" E" REGARDING BORROWING", the Board of Governors is, among other things, authorized to engage in such borrowing and to delegate such powers and designate directors and officers of the University to sign any

contract or instrument on behalf of the University for the purposes of the Borrowing By-Law;

Whereas the Board wishes to increase the Global Threshold and to delegate by resolution to the two (2) individuals that are described in paragraph 5 below (the "Agreement Signatories") the authority to sign, execute and deliver any agreement to be entered into by the University to obtain short-term borrowing facilities with any Approved Institution (a "Facility" or collectively "Facilities") for and on behalf of the University and to do all such other acts as are ancillary to the execution of any such Facility and as are necessary to give effect to any such Facility;

Whereas the Board wishes to delegate by resolution to any two (2) of the individuals that are described in paragraph 6 below (the "**Transaction Signatories**") the authority for and on behalf of the University to: (i) use any Facility for the benefit of the University in accordance with the terms and conditions of the relevant Facility; and (ii) conclude with any Approved Institution all such other related, ordinary course transactions; and

Whereas the University may only use the Facilities only for the Short-Term Loan Purposes;

Be it resolved:

- 1. That the Line of Credit Framework is hereby approved and is comprised of the following conditions:
 - a. The aggregate total of all available credit under the Facilities available to the University, including the Current Facilities, cannot exceed the Global Threshold of \$330 million CAD;
 - b. The University may enter into one or more Facilities with any of the Approved Financial Institutions;
 - c. The University cannot enter into any Facilities with an Approved Financial Institution when the total aggregate value of the available credit under all of the Facilities with said Approved Financial Institution represent more than 45% of the Global Threshold;
 - d. One or more Facilities may be in US dollars;
 - e. The Facilities can only be used for the Short-Term Loan Purpose; and
 - f. The terms and conditions of any Facility must be submitted to, examined, approved and executed by the Agreement Signatories.
- 2. That for any Facility that meets with the Line of Credit Framework, the University is hereby authorized to enter into any such Facility without any need to seek any other Board approval.
- 3. That the two Agreement Signatories be and they are hereby authorized and directed for and on behalf of the University to sign, execute and deliver any Facility that complies with the Line of Credit Framework and all documents in relation thereto, together with such amendments or variations as they may deem necessary, appropriate and expedient (provided that such modifications to any Facility do not have the effect of increasing the Global Threshold) (collectively referred to as "Required Modifications");

4. That the two Agreement Signatories be and they are hereby authorized and directed for and on behalf of the University to sign, execute and deliver all such other documents, instruments or other writings and perform and do all such acts and things as they in their discretion may consider to be necessary, appropriate and expedient, provided that such acts do not have the effect of increasing the Global Threshold (collectively referred to as "Required Acts" and individually referred to as a "Required Act");

5. That:

- a) The President and Vice-Chancellor; and
- b) The Chief Financial Officer.

(the "Agreement Signatories")

shall, together, be and they are hereby authorized and directed for and on behalf of the University to sign, execute and deliver: (i) any Facility (with or without any Required Modifications); and (ii) any Required Act and any Facility so executed as well as any other obligation created pursuant to a Required Act shall be binding upon the University;

- 6. That for all accounts under any Facility, any two of the persons holding the following positions with the University:
 - *a) The President and Vice-Chancellor;*
 - b) The Chief Financial Officer;
 - c) Any Vice-President;
 - d) The Secretary-General;
 - *e) The Controller;*
 - f) The Treasurer and Investment Officer;
 - g) The Senior Director, Financial Planning and Budgets; and
 - *h) The Director, Capital and Financing.*

(the "Transaction Signatories")

shall, for any Facility that complies with the Line of Credit Framework, together, be and they are hereby authorized to:

- i) use any such Facility for the benefit of the University (for credit to the University's account only) in accordance with the terms and conditions of said Facility by executing and delivering all such documentation as may be required by the relevant Approved Financial Institution for this purpose;
- ii) receive from an Approved Financial Institution, and where applicable grant receipt for, all statements of accounts (pass books), cancelled cheques and other debit vouchers, unpaid and unacceptable bills of exchange and other negotiable instruments; and

- iii) negotiate, deposit with or transfer to any relevant Approved Financial Institution (but for the credit of the University's account only) all or any promissory notes, bills of exchange or other negotiable instruments and orders for the payment of money including drafts, letters of credit, treasury bills and bankers' acceptances and for the said purpose, to draw, sign, endorse (by rubber stamp or otherwise) all or any of the foregoing, and such signatures or stamping shall be binding upon the University;
- 7. That a certified copy of this resolution be delivered, as required for any new Facility or otherwise, to any relevant Approved Financial Institution for its guidance and information and that this resolution be valid until a resolution abrogating the same shall have been passed and a certify copy thereof delivered to said Approved Financial Institution.
- 5. <u>Audit Committee report</u> (Document BG-2019-4-D4)
- 6. <u>Human Resources Committee report</u> (Document BG-2019-4-D5)

These reports were submitted for information.

REGULAR

7. <u>Business arising from the Minutes not included on the Agenda</u>

There was no business arising from the Minutes not included on the Agenda.

8. <u>President's report</u> (Document BG-2019-4-D6)

As complementary information to his written report, Prof. Shepard updated the Board on some recent appointments, ongoing University events and initiatives.

He informed the Board that at its meeting of May 17, Senate ratified a statement against proposed Bill 21 (*An Act respecting the laicity of the State*), which he has forwarded to the Minister of Education as well as the Minister of Immigration, Diversity and Inclusiveness who is sponsoring the Bill.

He noted that a list of accomplished individuals will be receiving honorary degrees at the upcoming Convocation ceremonies and encouraged Governors to attend.

9. Report on compliance with environmental legislation and health and safety (EH&S) regulations (Document BG-2019-4-D7)

Mr. Côté presented the highlights of the report which covers the reporting period for the first quarter of 2019.

10. <u>Profile of President and Vice-Chancellor</u> (Document BG-2019-4-D8)

The Chair, who also chairs the Advisory Search Committee, conveyed the process leading up to the presentation of the profile for the Board's approval.

Upon motion duly moved and seconded, it was unanimously RESOLVED:

R-2019-4-8 That the Board of Governors approve the profile of President and Vice-Chancellor, as outlined in Document BG-2019-4-D8.

11. Finance Committee recommendations:

11.1 <u>Tuition fee model for international students in deregulated programs</u> (Document BG-2019-4-D9)

Mr. Paulez noted the Finance Committee is submitting a series of motions for the Board's approval today.

The first ones deal with the tuition fees charged to international students and lay out a framework to manage the process. He acknowledged that this is a challenging subject but a necessary move for the University. As the highest governing body, the Board needs to ensure that the University has the tools and resources to meet the continuing and growing needs of all members of the Concordia community and its stakeholders.

Mr. Paulez indicated that the process and conclusions outlined by the Provost and Chief Financial Officer offer a balanced and reasonable approach to the valid concerns raised and, that for those reasons, the Finance Committee is recommending Board approval.

The President added that he was seeking the Board's support for the new tuition fee model, which constitutes a fair response to the government's policy concerning the funding of international students while protecting the quality of education for all of our students.

The Provost and Vice-President, Academic, Graham Carr, explained that a number of changes to the funding formula will come into effect on September 1, 2019, which include the deregulation of government funding for all international undergraduate students as well as all international graduate students in professional and non-research Masters programs. In other words, effective September 1, the government will cease to provide any grants for those students, and the University will have the discretion to set the tuition and will keep all the revenue generated by it, with one notable exception: the international students from France and Belgium. The government has determined that tuition for the latter remain regulated and that their tuition fees be increased at the same rate applied to students from the rest of Canada, set at 4.25% for 2019/2020. Also unaffected by the deregulation are the international research Masters and PhDs students, which are key to achieving the University's direction to double our research. The government has set the increase for those students at 3.6% for 2019/2020.

Dr. Carr said that the government calculates that this policy change will result in an annual loss of \$6.6 million, representing the difference between the amount of tuition collected by the University and the amount of the government grant that the University would have received.

Therefore, a lot of thought went into how to address this new reality in a fiscally responsible and fair-minded way while continuing to advance the University's mission

and keeping in mind the 3,850 returning international students who were recruited under the old framework. For those students, Dr. Carr explained that they will continue to be treated as the students from the rest of Canada, which means that their increase will be set at 4.25% for 2019/2020.

The Provost said the government is providing a one-time only grant of \$6.6 million to help the University transition to the new funding model. However, going forward the University must establish a framework to address that annual recurring \$6.6 million loss. He added that this amount is not only very material to the University's academic mission but also key to extricating the University out of its deficit situation.

The framework relates to the kind of institution Concordia is and aspires to be - accessible, diverse and globally ranked -, and that the University must continue to advance its strategic priorities and academic mission while ensuring student support. Dr. Carr made the point that the framework proposes a gradual approach based on predictable and modest tuition rates compared to other jurisdictions, Concordia being well below the average of comparator universities. He outlined the framework which will provide an annual increase per entering cohort ranging between 4.25% and 8.25%, noting that the five-year horizon will allow to test the model on multiple cohorts and with the expectation of returning to equilibrium vis-à-vis the impact of reduction in the government grant in the fourth year.

In accordance with the above framework, the increase for 2019/2020 for new international undergraduate and MBA students will be 8.25% while that for those in other professional and non-research Masters programs will be 4.25%. The Provost reiterated that returning international students will not be affected by those increases. He referred to price elasticity studies which confirm that tuition predictability is an important element for international students and their parents when choosing an institution.

He explained that a key component of the proposal includes a significant increase in student support, in the form of recurring annual funding of \$2 million dedicated to international students, comprised of \$1.1 million in fee remissions for PhD students and \$900,000 in merit-based entrance scholarships for undergraduate students.

Dr. Carr opined that the framework aligns with the University's values and academic mission, which would be in jeopardy if not adopted. He concluded his presentation by noting that the proposal will allow the University to offer more financial support and pathways to financial support and to sustain its diversity and the quality of its teaching and research while remaining one of the most affordable universities.

Following the presentation, and given the importance of the subject, Mr. Hébert invited each Governor to comment on the proposal. On the one hand, the overwhelming majority of Governors expressed satisfaction with the quality of the presentation and indicated their support for the proposed framework, which they found to be in the best interests of the University, balanced, fair and responsible.

On the other hand, Ms. Park voiced concerns about the process, noting the lack of information about the budget and that the experience of the current study body was not taken into account, despite the fact that over 2,600 current students signed a petition

against the tuition hike. With respect to the content, she opined that international undergraduate students would carry a bigger part of the burden and that it was not the best approach that the higher tuition of some students would benefit to other students who pay lower tuition. Ms. Hough-Martin argued that entrance bursaries cover only a few students and are not sufficient to cover their living expenses and spoke of the poverty and vulnerability of international students.

Upon motion duly moved and seconded, it was RESOLVED (Hough-Martin voting against):

R-2019-4-9

That, on recommendation of the Finance Committee, the Board of Governors approve the new tuition fee model for international students, effective as of the Fall term of 2019 (2019/2) until the end of the Summer term of 2024 (2024/1), to be reviewed by the Board of Governors for the period beginning in the Fall term of 2024 (2024/2), or at such earlier date as deemed appropriate by the Provost and Vice-President, Academic following consultation with the Chief Financial Officer, as follows:

All international students currently registered for a term ending before August 31, 2019 in deregulated Cycle 1 (undergraduate) and Cycle 2 (Professional or non-research Masters) programs: Tuition fees be increased annually at the same rate as the increase mandated by the Government of Quebec for students from France, Belgium and the rest of Canada, until the completion of the program;

All new international students registered for a term starting as of September 1, 2019 in deregulated Cycle 1 (undergraduate) programs: Tuition fees be increased annually between 4.25% and 8.25%, the rate of such increase being dependent upon the program, as determined by the Provost and Vice-President, Academic in consultation with the Chief Financial Officer. Once determined, the rate of such annual increase shall be fixed for each of the students in that cohort for each of the years until completion of their program; and

All new international students registered for a term starting as of September 1, 2019 in deregulated Cycle 2 (Professional or non-research Masters) programs: Tuition fees be increased annually between 4.25% and 8.25%, the rate of such increase being dependent upon the program, as determined by the Provost and Vice-President, Academic in consultation with the Chief Financial Officer and representing a one-time increase for the duration of the program.

11.2 Administrative fee (Document BG-2019-4-D10)

Upon motion duly moved and seconded, it was RESOLVED (Hough-Martin abstaining):

R-2019-4-10 Whereas the current Administrative fee being charged to all students is \$10.54 per credit;

Whereas the government has allowed the University to increase this fee up to 3.6% for 2019/2020;

Be it resolved:

That, on recommendation of the Finance Committee, the Board of Governors approve the collection of an increased Administrative fee of \$10.92 per credit from all students, to be implemented with registration for the Fall term of 2019 (2019/2), in accordance with the University billing, refund and withdrawal policy.

11.3 <u>Technology Infrastructure fee</u> (Document BG-2019-4-D11)

Upon motion duly moved and seconded, it was RESOLVED (Hough-Martin abstaining):

R-2019-4-11 Whereas at the current Technology Infrastructure fee being charged to all students is \$5.05 per credit; and

Whereas the government has allowed the University to increase this fee up to 3.6% for 2019/2020;

Be it resolved:

That, on recommendation of the Finance Committee, the Board of Governors approve the collection of an increased Technology Infrastructure fee of \$5.23 per credit from all students, to be implemented with registration for the Fall term of 2019 (2019/2), in accordance with the University billing, refund and withdrawal policy.

12. Other business

There was no other business to bring before the Open Session.

13. Adjournment

The meeting adjourned at 5:22 p.m.

Danielle Tessier

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Secretary of the Board of Governors



BOARD OF GOVERNORS OPEN SESSION Meeting of June 17, 2019

AGENDA ITEM: Memberships of Advisory Search Committees

ACTION REQUIRED: For information and approval

SUMMARY: Following the establishment by the President of the Advisory Search Committee for the Dean of Arts and Science and of the Advisory Search Committee for the Dean of Fine Arts, the committee memberships are outlined below, in accordance with the composition set out in the *Policy on Senior Administrative Appointments* (BD-5). These memberships do not require Board approval and are being presented for solely for information purposes.

Advisory Search Committee for the Dean of Arts and Science

- Anne Whitelaw (Chair)
- Ken Brooks (representing the external members)
- Cody Hyndman, David Morris, Mireille Paquet and Natalie Phillips (*representing the full-time faculty members*)
- Patrice Blais (representing the part-time faculty members)
- Margot Berner (representing the undergraduate students)
- Firas Al Hammoud (representing the graduate students)
- Miriam Posner (representing the administrative and support staff)

Advisory Search Committee for the Dean of Fine Arts

- Anne Whitelaw (*Chair*)
- Suzanne Sauvage (representing the external members)
- Juan Carlos Castro, Johanne Sloan, Cilia Sowadogo and Guylaine Vaillancourt (representing the full-time faculty members)
- Harry Standjofski (representing the part-time faculty members)
- Clara Micheau (representing the undergraduate students)
- Etta Sandry (representing the graduate students)
- Tom Simpkins (representing the administrative and support staff)

Andrea Renaud will act as Secretary to both committees.

Advisory Search Committee for the President and Vice-Chancellor

Moreover, Policy BD-5 provides that the membership of the Advisory Search Committee for the President and Vice-Chancellor shall be ratified by the Board of Governors. Reena Athanasiadis, appointed as the full-time faculty member from the John Molson School of Business, as since been appointed to a positon at Bishop's University. She is no longer able to serve, and therefore Sophie Audousset-Coulier has been elected as her replacement.

DRAFT MOTION: That the Board of Governors ratify the appointment of Sophie Audousset-Coulier, representing the full-time faculty member from the John Molson School of Business, to the Advisory Search Committee for the President and Vice-Chancellor.

PREPARED BY:

Name: Danielle Tessier Date: June 12, 2019



BOARD OF GOVERNORS OPEN SESSION Meeting of June 17, 2019

AGENDA ITEM: Amendments to *Policy on Contract Review, Signing and Required Approvals* (BD-1)

ACTION REQUIRED: For approval

SUMMARY: Board approval is required to amend the *Policy on Contract Review, Signing and Required Approvals* (BD-1).

BACKGROUND: An amendment to Policy BD-1 is required to add the newly created position of Associate Vice-President, Research, Development and Outreach as a signing authority under sections 36 to 41 regarding *Research Contracts*.

In light of the foregoing, we also took the opportunity to effect some purely housekeeping changes, such as updating titles as well as the names of units, government agencies and policies, etc.

Marked and clean versions of the Policy are attached.

It should be noted that a comprehensive review of Policy BD-1 will be undertaken over the course of the next year to deal with substantive changes and that the revised Policy will be reviewed by the Finance Committee and submitted for Board approval in due course.

DRAFT MOTION: That the Board of Governors approve the amendments to the *Policy on Contract Review, Signing and Required Approvals* (BD-1), as outlined in Document BG-2019-5-D3.

PREPARED BY:

Name: Danielle Tessier Date: June 11, 2019



Effective Date: September 19, 2013 June 17, 2019 Originating Office: Board of Governors

Supersedes / Amends: November 17, 2011 September 19, 2013 Policy Number: BD-1

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PART I – GUIDING PRINCIPLES

Scope/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 <u>section 12</u> 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. Such Contracts include, but are not limited to, Contracts with an unusually high risk



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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 <u>Regulation BG-2008-10-D17</u> 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, bilateral 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*



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Technologie<u>l'Éducation et de l'Enseignement supérieur</u> must be approved by the *Ministère de l'Enseignement Supérieur, de la Recherche, de la Science et de la* Technologie<u>l'Éducation et de l'Enseignement supérieur</u>. 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



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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):

- 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 1 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 immoveable 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 l'Éducation et de l'Enseignement supérieur* annually.
- 30. Construction, renovation and rebuilding projects must be approved by the *Ministère de l'Enseignement Supérieur, de la Recherche, de la Science*<u>l'Éducation</u> et de la Technologie



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<u>l'Enseignement supérieur</u> 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.

- 31. The governance of Construction projects having a capital Value greater than \$40,000,000 is subject to the rules outlined in the <u>Framework Policy for the Governance of Major Public Infrastructure Projects</u>.
- 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 <u>section 16</u>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 <u>Article section</u>, the amendment/change order can be entered into and signed in the name of the University by the Associate Vice-President, Facilities Management.



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- 34. Notwithstanding <u>section 18</u>, 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.
- 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.



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- 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 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 (<u>"IDRC"</u>) 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 Operations or the Associate Vice- <u>President, Research, Development and Outreach</u>, 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:



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- a. by the Associate Vice-President, Strategy and Operations or the Associate Vice-<u>President, Research, Development and Outreach</u>, if the amount payable under such Research Contract does not exceed \$500,000
- 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 or the Associate Vice-President, Research, Development and Outreach 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 Deputy Provost, if the total Value of the Contract does not exceed \$500,000 per annum
 - c. by the Director of Recreation and Athletics, the Associate Deputy Provost, and the Provost and Vice-President, Enrolment and Student Services, and the Vice-



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President, Services Academic if the total Value of the Contract does not exceed \$1,000,000 per annum

d. by the <u>Provost and Vice-President, Services Academic</u> and the President, if the total Value of such Contract exceeds \$1,000,000 per annum.

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_mobility 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 however 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 however 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.



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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.
- 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, the Executive Director of Concordia Continuing Education 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, the Executive Director of Concordia Continuing Education or the relevant Unit Head and the Provost and Vice-President, Academic, if the amount payable under such Contract does not exceed \$1,000,000
 - c. by the Provost and Vice-President, Academic 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*



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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.

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 interuniversity 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 <u>Anthe</u> Act respecting the <u>ministère Ministère</u> de la <u>culturelle Culture</u> et des Communications and the Act respecting the <u>ministère Ministère</u> 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, the Executive Director of Concordia Continuing Education 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, the Executive Director of Concordia Continuing Education or the



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- 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.

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* (PRVPA-10).
- 59. Student Association Contracts may be entered into and signed in the name of the University by the Dean of Students, the Associate Deputy Provost and the Provost and Vice-President, Enrolment and Student Services and the Vice President, Services.

 Academic.

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 polices and guidelines, sourcing, negotiations, contractual arrangements and the purchase of goods and services shall be the sole responsibility of Purchasing Services.



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- 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*.
- 63. Purchase orders or Purchasing Contracts may be entered into and signed in the name of the University by those individuals designated in Articlesection 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.



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- 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.
 - Notwithstanding the second paragraph of <u>section 16</u>Article 16 and unless otherwise instructed by an individual at a higher level of authority, when an amendment is authorized as per the present <u>Articlesection</u>, 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 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:
 - 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
 - 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



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- c. for any claim related to labour relations involving full-time faculty members and professional librarians, by the relevant Dean or <u>the</u> University Librarian, if appropriate, the Executive Director of Employee and Labour Relations and the Provost and Vice-President, Academic
- 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* (VPA-1) and the *Policy on the Naming of University Spaces, Buildings, and other Assets, Programs or Activities* (VPA-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. If a gift is faculty-specific, the Dean of the Faculty to which the gift is designated, will cosign 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
 - 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*



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(<u>VPRGS-11</u>). In all other cases, by the Vice-President, Advancement 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

- c. in the case of named endowed award agreements and annually funded named awards, by the Vice-President, Advancement 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 CUFAConcordia University Faculty Association Collective Agreement requires the prior agreement of the Provost and Vice-President, Academic and the Vice-President, Research and Graduate Studies
- d. in the case of other endowment agreements, by the Vice-President, Advancement 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, the Provost and Vice-President, Academic and the Vice-President, Research and Graduate Studies, as applicable
- f. in the case of all other gifts, by the Vice-President, Advancement.

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 <u>Financial Administration Act</u> 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



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conditions outlined in specific Board resolutions, as amended from time to time, adopted for such purposes.

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



Effective Date: June 17, 2019 Originating Office: Board of Governors

Supersedes / Amends: September 19, 2013 Policy Number: BD-1

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PART I – GUIDING PRINCIPLES

Scope/Purpose

- 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 <u>section 12</u> 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. Such Contracts include, but are not limited to, Contracts with an unusually high risk



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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 <u>Regulation BG-2008-10-D17</u> 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 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 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, bilateral 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'Éducation et de l'Enseignement supérieur* must be approved by the *Ministère*



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de l'Éducation et de l'Enseignement supérieur. 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 1 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 immoveable 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'Éducation et de l'Enseignement supérieur* annually.
- 30. Construction, renovation and rebuilding projects must be approved by the *Ministère de l'Éducation et de l'Enseignement supérieur* 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 <u>Framework Policy for the Governance of Major Public Infrastructure Projects</u>.
- 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 section 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 section, 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 <u>section 18</u>, 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 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 Operations or the Associate Vice-President, Research, Development and Outreach, 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 or the Associate Vice-President, Research, Development and Outreach, 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 or the Associate Vice-President, Research, Development and Outreach 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 Deputy Provost, if the total Value of the Contract does not exceed \$500,000 per annum
 - c. by the Director of Recreation and Athletics, the Deputy Provost, and the Provost and Vice-President, Academic if the total Value of the Contract does not exceed \$1,000,000 per annum
 - d. by the Provost and Vice-President, Academic and the President, if the total Value of such Contract exceeds \$1,000,000 per annum.



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<u>International Development Contracts</u>

- 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 mobility projects.
 - This definition includes, but is not limited to, Contracts with 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, however funded, are governed by the Section in this Policy on Research Contracts.
- 46. Notwithstanding the above, Contracts for academic or teaching services, however funded, 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, the University Librarian, the Executive Director of Concordia Continuing Education or the relevant Unit Head if the amount payable under such Contract does not exceed \$250,000
 - b. by the Dean of the Faculty, the University Librarian, the Executive Director of Concordia Continuing Education or the relevant Unit Head and the Provost and Vice-President, Academic, if the amount payable under such Contract does not exceed \$1,000,000
 - c. by the Provost and Vice-President, Academic 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.

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



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Contracts include participation in government-financed programs, participation in interuniversity 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 the *Act respecting the Ministère de la Culture 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, the University Librarian, the Executive Director of Concordia Continuing Education or the relevant Unit Head, if the amount payable under such Contract does not exceed \$250,000
 - b. by the Dean of the Faculty, the University Librarian, the Executive Director of Concordia Continuing Education 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.

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



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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* (PRVPA-10).
- 59. Student Association Contracts may be entered into and signed in the name of the University by the Dean of Students, the Deputy Provost and the Provost and Vice-President, Academic.

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 polices 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*.
- 63. Purchase orders or Purchasing Contracts may be entered into and signed in the name of the University by those individuals designated in section 64, provided that they are



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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.

Notwithstanding the second paragraph of section 16 and unless otherwise instructed by an individual at a higher level of authority, when an amendment is authorized as per the



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present section, 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:
 - 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
 - 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
 - c. for any claim related to labour relations involving full-time faculty members and professional librarians, by the relevant Dean or the University Librarian, if appropriate, the Executive Director of Employee and Labour Relations and the Provost and Vice-President, Academic
 - d. for all other claims, by the Unit Head or Dean concerned and the relevant Vice-President or Chief Officer.



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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* (VPA-1) and the *Policy on the Naming of University Spaces, Buildings, and other Assets, Programs or Activities* (VPA-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. If a gift is faculty-specific, the Dean of the Faculty to which the gift is designated, will cosign 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
 - 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 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
 - c. in the case of named endowed award agreements and annually funded named awards, by the Vice-President, Advancement and the relevant Dean or Director, as applicable. Depending upon the nature of the agreement, the Director of



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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 Concordia University Faculty Association Collective Agreement requires the prior agreement of the Provost and Vice-President, Academic and the Vice-President, Research and Graduate Studies

- d. in the case of other endowment agreements, by the Vice-President, Advancement 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, the Provost and Vice-President, Academic and the Vice-President, Research and Graduate Studies, as applicable
- f. in the case of all other gifts, by the Vice-President, Advancement.

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 <u>Financial Administration Act</u> 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.

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



BOARD OF GOVERNORS OPEN SESSION June 17, 2019

AGENDA ITEM: Sundry fees report

ACTION REQUIRED: For information

SUMMARY: In accordance with Resolution R-2014-6-24 adopted by the Board of Governors at its meeting of October 22, 2014 (appended hereto), new or modified sundry fees which were approved by the Provost and Vice-President, Academic and/or the Vice-President, Services during the academic year must be reported by the President to the Board on annual basis.

BACKGROUND: There are two categories within the sundry fees; those designated as *Frais institutionnels obligatoires* (FIO) by the Ministère de l'éducation et de l'enseignement supérieur (MEES) (FIO sundry fees), and those which are not (Non-FIO sundry fees).

- **FIO sundry fees:** These fees are defined by MEES as the mandatory fees, other than tuition fees, imposed by the University to all students, or to a specific group of students. The annual increase for those fees is regulated by MEES. For 2019/2020, the maximum allowable increase is up to 3.6%, at the discretion of the University.
- **Non-FIO sundry fees**: Contrary to the FIO sundry fees, these fees are charged by the University only to students for use a specific service, on an individual basis. The increase for those fees is not regulated by MEES and is at the University's sole discretion.

The following fees were revised during the academic year. It should be noted that, for the most part, sundry fees have not been indexed for several years.

PROVOST AND VICE-PRESIDENT, ACADEMIC

FIO sundry fees

	2018-2019	2019-2020
Application fee	\$100.00	\$103.50
Confirmation fee – Cycle 1	\$100.00	\$103.50
Confirmation fee- Cycle 2 and 3	\$250.00	\$259.00
Graduation fee – Cycle 1	\$40.00	\$41.25
Graduation fee- certificate	\$40.00	\$41.25
Graduation fee- masters (with Thesis)	\$40.00	\$41.25
Graduation fee- masters (without Thesis)	\$40.00	\$41.25

Graduation fee- PhD	\$40.00	\$41.25
Thesis Binding (1st 3 copies of masters thesis)	\$107.25	\$111.00
Thesis Binding (1st 4 copies of PhD thesis)	\$121.95	\$126.00
Student I.D. Card	\$11.50	\$11.90
Academic/Course Re-evaluation Fee	\$40.00	\$41.25
Special Exam (CELDT)	\$20.00	\$20.70
Consumable Materials Fee	\$1,000.00	\$1,035.00
	Per semester 2018-2019	Per semester 2019-2020
COOP fee	\$185.00	\$191.50
Engineering and Computer Science fee - 24 credits and above	\$30.00	\$31.00
Engineering and Computer Science fee - Less than 24 credits	\$15.00	\$15.50
Registration Fee	\$25.00	\$25.75
Undergraduate Independent student application	\$15.00	\$15.50
Continuing in Program fee - as of the 7th semester (masters)	\$400.00	\$414.00
Continuing in Program fee - as of the 13th semester (PhD)	\$400.00	\$414.00
Time-Limit Extension Fee - as of the 13th semester (masters)	\$600.00	\$621.00
Time-Limit Extension Fee - as of the 19th semester (PhD)	\$600.00	\$621.00
	Per course 2018-2019	Per course 2019-2020
Additional fees for private music courses - 6 credit courses	\$500.00	\$518.00
Additional fees for private music courses - 3 credit courses	\$250.00	\$259.00
Additional fees JPER/MPER	\$250.00	\$259.00
Additional fees political science - POLI, WSDB, INTE	\$300.00	\$310.00
Residential Laboratory Fee	\$75.00	\$77.50
	Per course Summer 2019	Per course Summer 2020
Additional fee [Capstone Course Fee (ACCO 658 and ACCO 659)]	\$2,500.00	\$2,590.00
Additional fee DRAW 200, 300, 400, 450	\$3,200.00	\$3,315.00
Additional fee for some ARTE courses	\$2,300.00	\$2,380.00
Additional fee for some SPAN courses	\$5,130.00	\$5,310.00
Additional fee POLI 487	\$2,160.00	\$2,235.00
Additional fee MUSI 398		

Non-FIO sundry fees

	2018-2019	2019-2020
Acknowledgment of payment	\$15.00	\$15.50
Mailing of degree	\$30.00	\$31.00
Certification of copy of degree	\$5.00	\$10.00
Degree transfer application	\$45.00	\$46.00
Medical examination processing fee	\$30.00	\$35.00
Off campus exams	\$15.00	\$20.00
Fax fee	\$10.00	\$10.35
Late completion fee – undergraduate students	\$25.00	\$30.00
Letter of financial standing	\$15.00	\$15.50
Deposit for keys or access card - reimbursable	\$15.00	\$15.50
Resubmission of doctoral thesis	\$50.00	\$51.75
Resubmission of master's thesis	\$40.00	\$41.40
Copy of student record	\$5.00	\$5.15
Copy of official academic file	\$12.00	\$12.40
Admission deferral fee	\$25.00	\$25.90
Returned items processing (returned cheques)	\$25.00	\$30.00
Late application to graduate	\$15.00	\$15.50
Late payment fee	\$75.00	\$77.50
Late registration fee	\$75.00	\$77.50
Replacement ID card	\$15.50	\$15.50
Course descriptions fee	\$5.00	\$5.15
New student program fee – Full time	\$35.00	\$36.00
New student program fee – Part-time	\$25.00	\$25.80

$\underline{\textbf{VICE-PRESIDENT, SERVICES}} \ (all\ \textit{Non-FIO}\ \textit{sundry}\ \textit{fees})$

FOOD SERVICES

	2018-2019	2019-2020
Meal Plan for Resident Students (includes Fall and Winter semesters)	\$4,430.00	\$4,695.00
Food Services Infrastructure Fee	\$125.00	\$150.00

LOCKER RENTAL ***

	2018-2019	2019-2020
Cube locker		\$20.00
Tall arrow locker		\$25.00
Half size locker		\$30.00
Tall locker		\$40.00
FA tall locker		\$45.00
FA half locker		\$45.00
FA deep locker		\$45.00

PARKING

	2018-2019	2019-2020
Loyola parking – Monday to Thursday after 3 p.m.	\$6	\$3
SGW indoor bike parking (school year)	\$75	\$70
SGW indoor bike parking (summer)	\$55	\$0

RESIDENCE RENT

Building/Type of Room	2018-2019	2019-2020
	Monthly Rent	Monthly Rent
Hingston Hall A– Single	\$536.90	\$542.54
Hingston Hall A– Large single	\$602.74	\$609.07
Hingston Hall A– Double	\$455.85	\$460.64
Hingston Hall A- Private		\$790.00
Hingston Hall B – Small single	\$628.06	\$634.65
Hingston Hall B – Large single	\$709.10	\$716.55
Hingston Hall B – Private	\$845.00	\$853.87
Hingston Hall B – Super private		\$864.00
Jesuit Residence - Single private	\$845.00	\$853.87
Grey Nuns – Small single (no sink)	\$740.97	\$748.75
Grey Nuns – Small single	\$751.41	\$759.30
Grey Nuns – Single (no sink)	\$777.50	\$785.66
Grey Nuns - Single	\$787.93	\$796.20
Grey Nuns – Large single (no sink)	\$808.80	\$817.29
Grey Nuns – Large single	\$819.24	\$827.84
Grey Nuns – Small Double (no sink)	\$647.04	\$653.83
Grey Nuns – Small Double	\$657.48	\$664.38
Grey Nuns – Large double	\$688.79	\$696.02
Grey Nuns – Super single (no sink)	\$840.11	\$848.93
Grey Nuns – Super single	\$850.55	\$859.48
Grey Nuns – Semi-private	\$871.42	\$880.57
Grey Nuns - Private	\$887.08	\$896.39

PREPARED BY:

Name: Danielle Tessier Date: June 10, 2019

^{***} Fees are no longer based per semester. All fees are now based on the locker size or type, from September 1 to July 31.



SUNDRY FEE RESOLUTION (R-2014-6-24) Adopted by the Board of Governors on October 22, 2014

WHEREAS the By-Laws stipulate that the Board of Governors is responsible for setting student fees of all kinds;

BE IT RESOLVED:

THAT the approval of fees be governed hereinafter according to the following specifications, subject to the relevant legislation and regulations, government tuition and other fees that the University may charge from time to time:

- 1. The approval of the Board of Governors shall be required to establish and modify base tuition fees and tuition premiums for government funded programs; tuition fees for non-government funded programs; and all other fees charged to students with the exception of fees identified in paragraphs 2 and 3 hereunder;
- 2. THAT, further to consultation with the President, the Provost and Vice-President, Academic Affairs, be authorized to establish or modify all fees related to not for credit courses including continuing education fees as well as sundry fees arising from the registration or enrolment in a course or program, such as, but not limited to, course or program surcharges, laboratory fees, application fees, re-evaluation fees, graduation fees, continuation fees; and
- 3. THAT, further to consultation with the President, the Vice-President, Services be authorized to establish or modify sundry fees related to ancillary or auxiliary services, such as, but not limited to, resident rent, locker rental fees.

THAT the President report annually to the Board of Governors, on behalf of the Provost and Vice-President, Academic Affairs and the Vice-President, Services, on fees modified or established by them; and

THAT the present resolution supersede Resolution R-2006-8-17 adopted by the Board of Governors on October 19, 2006.





REPORT TO THE BOARD OF GOVERNORS

ALAN SHEPARD PRESIDENT AND VICE-CHANCELLOR

JUNE 2019

INTRO

The Concordia University community came together to share the Class of 2019's pride and excitement at **spring convocation** from June 10th to 12th.

We heard from eight valedictorians and 10 distinguished honorary doctorate recipients at ceremonies for the Faculty of Arts and Science, Gina Cody School of Engineering and Computer Science, John Molson School of Business and Faculty of Fine Arts.

It is always a special pleasure to mark this accomplishment with our newest graduates, their families and friends, both to celebrate and look to *l'avenir*.

TEACHING, RESEARCH, INNOVATION

Two **Trudeau Foundation Doctoral Scholarships** were awarded. The recipients are: **Diane Roberts**, a humanities PhD student, for performance-based research into race and memory; and **Suzanne Kite**, a Lakota artist in the PhD Individualized program for work to include Indigenous philosophies into technology such as artificial intelligence. The prestigious national award offers leadership training and up to **\$60,000** per year for three years.

Two Concordia researchers received **Banting Postdoctoral Fellowships**. **Anne Lafay** (Department of Education) conducts research to benefit children with learning disabilities; **Élise Olmedo** (Department of Geography, Planning and Environment) is mapping the life stories of Rwandan refugees. As recipients, each will receive **\$70,000** per year for two years.

Diane Poulin-Dubois (Department of Psychology) won the **Pickering Award**. The honour is granted by the Pickering Centre for Human Development at Carleton University and recognizes an individual who has made significant contributions to developmental psychology in Canada in the areas of mentorship, leadership and scholarship. As the winner, she will deliver the annual Pickering Lecture in Ottawa on October 24th.

Concordia's first **NSERC Chair in Aerospace Design Engineering apprentice**, **Reuben Warnongbri**, graduated from the Gina Cody School of Engineering and Computer Science on June 12th. As part of the program, Warnongbri completed an apprenticeship at Pratt & Whitney that lasted the duration of his degree. The project is unique in Canada and was developed by Concordia's Chair in Aerospace Design Engineering, **Catharine Marsden**.

Rana Abbasi (District 3 Innovation Center) received a \$6,000 grant to consolidate a partnership with the National University of Singapore. Quebec's Ministère de relations internationales et de la Francophonie provided the funding.



The German Academic Exchange Service (DAAD) named undergraduate Maya Lach-Aidelbaum a Young Ambassador for 2019-20. She will promote DAAD opportunities to other Concordia and Canadian students after a period of training in New York City.

Public Scholar **Emilie St-Hilaire** (Centre for Interdisciplinary Studies in Society and Culture) represented Concordia as a finalist in the **Ma thèse en 180 secondes** contest on May 29th. The finals were hosted by l'Association francophone pour le savoir (Acfas). St-Hilaire's research involves the social aspects of lifelike "reborn" doll collecting.

GradProSkills hosted 133 participants for **Survival Skills for Scientists and Engineers** on May 11th. Students participated in a full career planning day. GradProSkills also held the **Thesis Boost three-day writing retreat** from June 11th to 13th. Advisors from the Writing Centre and Concordia Library were on hand to offer support.

The **President's Excellence in Teaching Awards** were bestowed on May 29th. They are presented to faculty who go above and beyond. This year's recipients were:

- **Bonnie Harnden** (Department of Creative Arts Therapies)
- Robert Soroka (Departments of Marketing, Management and Finance)
- Marleah Blom (Department of Education)
- Caroline Roux (Department of Marketing)

Also on May 29th, five faculty members were inducted into the **Provost's Circle of Distinction**. The circle recognizes those who have received external awards or fellowships from external bodies. The inductees were:

- Martha Langford (Department of Art History)
- Jean-Philippe Warren (Department of Sociology and Anthropology)
- André Roy (dean, Faculty of Arts and Science, and professor, Department of Geography, Planning and Environment)
- Catherine Mulligan (Department of Building, Civil and Environmental Engineering)
- Habib Benali (scientific direction, PERFORM Centre)

Academic Leadership Awards were bestowed in recognition of significant administrative accomplishments. Recipients were: **Sandra Betton**, associate dean of professional graduate programs for the John Molson School of Business; **Rachida Dssouli**, professor at the Concordia Institute for Information Systems Engineering; and **Daniel Salée**, professor and acting principal at the School of Community and Public Affairs.

Kim Sawchuk (Department of Communication Studies) received the **Award for Graduate Mentoring** in recognition of the lasting impact and ongoing counsel she provides students.



Anne Savage: A Latent Collection, launched at the Leonard and Bina Ellen Art Gallery on May 28th. Savage (1896-1971), a painter and art teacher, was a founding member of the Canadian Group of Painters and was a member of the Beaver Hall Group.

#RightsCity took place on June 3rd. The event was co-organized by the Montreal Institute for Genocide and Human Rights Studies (MIGS). Speakers included **Adama Dieng**, special advisor to the United Nations Secretary General on the Prevention of Genocide and **Roméo Dallaire**, Canadian retired lieutenant-general and senator, humanitarian advocate, founder of the Child Soldiers Initiative and distinguished senior fellow at MIGS.

VROOM: Concordia Grand Prix Summer Garage was launched at 4TH SPACE on June 5th. Coinciding with the Montreal Grand Prix Festival, the exhibit highlights work from Concordia's Society of Automotive Engineers (SAE). VROOM includes prototypes and vehicles produced by student members of SAE and fall under five subgroups: aero design; baja (off-road vehicles); formula combustion; formula electric; and supermileage.

The Faculty of Fine Arts Graduating Students Exhibition is from June 10th to 21st. The event is hosted at the Faculty of Fine Arts and Visual Arts Visuals Galleries. The exhibition was juried and curated to reflect the diversity of student art practices. As part of the event, a vernissage was hosted by Rebecca Duclos, dean of the Faculty of Fine Arts, and Kim Fuller, president of the Concordia University Alumni Association, on June 12th.

Three **SSHRC Partnership Engage Grants** totalling **\$75,000** were awarded.

Five students received a total of **\$30,000** in **MITACS** funding through the Outbound Mitacs Research Awards and Inbound Mitacs Research Awards programs.

SERVICES SECTOR

The International Conference on Autonomous Agents and Multi-Agent Systems took place May 13th to 17th. More than 700 participants from universities in North America, Europe and Asia participated. The conference is the largest and most influential in this technical field.

Sustainability Action Plan details related to food, waste, climate, research and curriculum were finalized after being presented to the Sustainability Advisory Committee on May 24th.

UNIVERSITY ADVANCEMENT

A **\$10-million** gift from a donor who will be announced soon will support a one-of-a-kind centre at Concordia that brings together faculty, students and community.



The **Concordia Student Union** (CSU) made an outright gift of **\$757,064** towards the CSU Library Service Fund.

Roy Firth, BComm 75, has made a **\$100,000** gift to support John Molson School of Business students through the Roy Firth Bursary.

Robert Philmus, professor emeritus of Concordia's Department of English, made a gift-in-kind of **\$41,545** to the univeristy's Library Special Collections Archives. The gift includes English and American editions of books by H.G. Wells — nearly the full catalogue with important signed volumes.

The **Temerty Foundation** has made a pledge of **\$30,000** to support next-generation research at Concordia's Faculty of Arts and Science. The gift will advance a school-based prevention program that helps children deal with anxiety.



APPENDIX

Pedestrian Safety Recommendations

Concordia enlisted retired *Service de police de la Ville de Montréal* (SVPM) officer Steven Goldberg to observe and identify pedestrian/traffic safety concerns on Concordia's busy Sir George Williams campus, and to recommend safeguards for improving areas where foot traffic, cyclists and vehicles intersect. The following are his recommendations:

- 1. Improve visible guidance for pedestrians, cyclists and drivers. Presently, line paint is almost non-existent at some intersections. It is difficult to see delineations for stops, crosswalks, lane separation and dividing lines on bi-directional streets. Yellow markings on the side edges of curbs reinforce a message to pedestrians to stay on the sidewalk.
- Traffic lights should include a pedestrian-protected sequence. This is where an outline of a
 walking person lights up while the light for vehicles stays red, providing a window where only
 foot traffic can move. Semi-protected intersections provide a green arrow, prohibiting turning
 vehicles until the light becomes round green. The amount of time provided for crossings should
 also be increased.
- 3. An all-red-light crossing stops vehicles in every direction to allow pedestrians mobility in any fashion across an intersection, including through the middle. This system has been employed at intersections throughout Westmount. The goal is to encourage pedestrians to use intersections for crossing and to decrease pedestrian accumulation on sidewalks.
- 4. Install traffic lights that give right-of-way to cyclists. Vehicles turning left through a bike path are hazardous, as cyclists are in the blind spot. Presently, there is only one such light on the De Maisonneuve Boulevard bike path, at the Fort Street intersection. This type of traffic light controls the movements of different users (pedestrians, vehicles, cyclists) and is proven to increase safety. Appropriate visibility guides, such as a safety zone identified with green paint, are also valuable in keeping cyclists ahead of vehicles.
- 5. Reduce the vehicle speed limit from 50 kilometres per hour to 40 kilometres per hour on Guy Street. A red-light speed camera and speed measuring display can also dissuade speeding. A physical centre medium divider on Guy Street from St. Catherine's Street to Sherbrooke Street, such as the kind found on parts of Atwater Avenue, can also help. Traffic light shades, which make it harder for a driver to see a green light at an upcoming intersection, is another tactic.
- 6. Restrict heavy vehicle presence on non-arterial streets around Concordia during daytime hours, with the exception of local deliveries. Signage indicating appropriate routes for heavy vehicles will help drivers make appropriate decisions. Designated delivery truck zones is recommended to prevent trucks from double parking, which reduces visibility for motorists.



- 7. The placement of several BIXI docking stations is such that cyclists back out of the station directly on to the street, with vehicles in close proximity. The large advertising on BIXI stations obstructs the view of cyclists as they back out. It is recommended that BIXI stations be placed on wide-enough sidewalks, not on busy arterial intersections.
- 8. Increase the presence and enforcement of regulations and penalization of infractions by the SVPM, the *Société de l'assurance automobile du Québec* (SAAQ), and Quebec Transport Commission (which governs heavy vehicles). Fines and demerits are proven deterrents.











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