UNIVERSITY OF OTTAWA
BOARD BY-LAW No. 3 (2020)

A by-law relating to the delegation of approval of contracts and signing authority

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UNIVERSITY OF OTTAWA
BOARD BY-LAW No. 3 (2020)
DELEGATION OF APPROVAL OF CONTRACTS AND SIGNING AUTHORITY

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UNIVERSITY OF OTTAWA
BOARD BY-LAW No. 3 (2020)
DELEGATION OF APPROVAL OF CONTRACTS AND SIGNING AUTHORITY

BE IT ENACTED as a By-law of the Board of Governors of the University of Ottawa, the following delegation of approval and of signing authority:

PART 1

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this By-law and unless otherwise provided in another Board by-law, resolution or policy, the following terms shall have the following meanings:

(a) "**Approval Authority**" means the University body or the individual holding a position within the University's governance and management structure with the authority and responsibility to commit the University to the Contract, as set out in Part 2 of this By-law or other Board by-law, resolution or policy.

(b) "**Board**" means the Board of Governors of the University of Ottawa.

(c) "**Board by-law, resolution or policy**" refers to any by-law, resolution, policy or regulation enacted, adopted, approved by the Board or by the Executive Committee.

(d) "**By-Law No. 1 (2019)**" means Board By-law No. 1 (2019) enacted by the Board on February 25, 2019, as may be amended by the Board from time to time;

(e) "**Committee**" means a committee established by the Board.

(f) "**Conflict of Interest**" refers to a situation in which the financial, professional or other personal situation or commitment of a Signing Authority or Approval Authority influences, compromises or otherwise affects the objectivity and judgement of the Signing Authority or Approval Authority in approving or signing a Contract or is perceived to do so. The situations set out below are meant to illustrate and are not meant to be an exhaustive list of examples of a conflict of interest for an individual who is a Signing Authority or Approval Authority.

(i) The individual is in a position to influence, either directly or indirectly, the decision to approve or sign the Contract in ways that could advance the individual's own personal interests or the interests of a party with whom that individual has an immediate family, personal or business relationship.

(ii) The individual gives the other party to the Contract an unfair advantage such as providing assistance or advice to such party or participant to the Contract or otherwise acts in such a way as to compromise the ability of the other party to the Contract to perform its obligations under the Contract.

(iii) The individual has an ownership, investment interest or compensation arrangement with the other party to the Contract or any entity participating in or associated with the Contract.

(iv) The individual has access to confidential information that may affect or may be perceived as affecting the individual's objectivity or judgement in approving or signing the Contract.

(v) The individual has accepted a gift or special favours from anyone doing business with or soliciting business from the University or who is a party to (or will be a party to) a Contract which has a personal benefit and could influence or appear to influence a person's objectivity or judgement in approving or signing the Contract; (examples include but are not limited to articles of value such as money, tickets or passes to events, hospitability, trips, entertainment, privileges or other personal rewards or personal special considerations).

(g) "**Contract**" shall mean any written agreement, contract, subcontract, letter of intent, memorandum of understanding, memorandum of agreement, deed, transfer, assignment, undertaking, lease, license, donor agreement, certificate, minutes of settlement, release, indemnity agreements, or any other document or accessory document or amendment between the University and a third party, the provisions of which relate to the University's affairs, are legally binding upon the University and require signature on behalf of or in the name of the University.

For the purposes of this By-law, "Contract" does not include employment related contracts, contracts associated with academic appointments, collective bargaining agreements with employee unions, letters or memoranda of understanding or other agreements pertaining to employment of an individual, collective bargaining agreements.

(h) "**Contract Value**" refers to the total financial commitment in Canadian dollars of the amount payable, receivable or otherwise owed by the University during the Contract term (and any extension or renewal of the term) including all service charges, other associated fees and the financial value of potential options, additions or extensions to the Contract, which are known at the time of initial approval of the Contract and expressed in the Contract. Contract value excludes any applicable taxes.

(i) "**Executive Committee**" means the standing committee established by the Board with powers and functions as defined by Board by-law, resolution or policy.

(j) "**Finance and Treasury Committee"** means the standing committee established by the Board with powers and functions in respect of the University's long term portfolio and its treasury investments as defined by Board by-law, resolution or policy.

(k) "**Head of Unit**" means the University employee who holds a University position with the highest level of managerial decision-making authority of a Unit.

For example: the Dean, Vice-Provost, Deputy Provost, University Librarian and Vice-Provost, Associate Vice-President, Registrar, Executive Director, Director, Chief Privacy Officer, Chief Information Officer, Chief Investment Officer, Chair, or such other similar University position of highest level of managerial authority of a Unit, regardless of the position title.

(l) "**Officer of the University**" has the meaning given under Board By-law No, 1 (2019) as it may be amended from time to time. Officer of the University means any of the President, Vice-Presidents, Secretary-General and such other officer of the University as the Board may designate from time to time.

(m) "**Pension Fund Investment Committee**" means the standing committee established by the Board with powers and functions in respect of the University of Ottawa Retirement Pension Plan (1965) as defined by Board by-law, resolution or policy;

(n) "**President**" means the Rector and Vice-Chancellor of the University, as referred to in the University of Ottawa Act;

(o) "**Secretary-General**" means the Secretary of the University, as referred to in the University of Ottawa Act;

(p) "**Signing Authority**" is the individual who holds the position of President, Vice-President or Secretary-General, or the position of a Head of Unit or who holds such other University position, regardless of the position title, to whom the authority to sign a Contract on behalf of the University is granted or delegated pursuant to Part 2 of this By-law or such other Board by-law, resolution, or policy.

(q) "**Unit**" means a University faculty, school or other academic unit, administrative service or other operating office of the University.

(r) "**University of Ottawa Act**" means the special act of the Ontario Legislature entitled, An Act respecting Université d'Ottawa, of the Statutes of Ontario 1965, chapter 137, being the act of incorporation of the University and any statute or regulations that may be substitute therefor, as amended from time to time.

(s) "**University Policy or Procedure**" collectively refers to any policy, procedure, directive, rule or regulation approved, from time to time, by the President, a Vice-President, the Secretary-General (or such other governing body at the University).

(t) "**Vice-President**" means Vice-Rector, as referred to in the University of Ottawa Act and includes the Provost and Vice-President Academic Affairs, the Vice-President, Research and Innovation, the Vice-President, Finance and Administration, Vice-President, External

Relations, Vice-President, International and Francophonie as well as any other such Vice-President position as the Board may establish.

1.2 Interpretation, review and amendment

(a) This By-law shall be interpreted restrictively and signing or approval authority shall not be established by analogy or through historical practice.

(b) This By-law shall be effective from the date of the Board resolution adopting it.

(c) This By-law shall prevail and take precedence over a University Policy or Procedure provided however it shall not affect the validity of any approval or signature of a Contract made prior to the effective date of this By-law.

(d) The dollar values expressed in this By-law refer to Canadian dollars and excludes any applicable taxes.

(e) Any question regarding the interpretation or application of this By-law and the authorized Approval Authority and/or Signing Authority for a Contract must be referred to the Secretary-General for a response, as required.

(f) The Secretary-General is responsible for causing a periodic review of this By-law at least once every five years or as necessary.

(g) The Governance and Nominating Committee is responsible for recommending amendments to this By-law, if any, to the Board for approval. Notwithstanding the previous sentence, amendments to this By-law required to,

(i) update or correct the title of an Officer of the University, the name of a Committee, Unit or a position title; or

(ii) correct punctuation, grammar, typographical errors, revisions to format and other technical revisions, where appropriate, if the correction does not change the meaning of a provision or make such other correction if it is patent both that an error has been made and what the correction should be; or

(iii) correct the form of expression of a provision in French or in English to be more compatible with its form of expression in the other language; or

(iv) make consequential amendments to conform with or arising from another Board by-law, resolution or policy,

may be made by the Secretary-General and do not need to be submitted to the Governance and Nominating Committee or to the Board for approval.

ARTICLE 2 – PURPOSE AND SCOPE

2.1 Purpose

The purpose of this By-law is to provide for the delegation of authority for the approval and the signing of Contracts on behalf of the University and to provide for the requirement of a legal review by the University's Legal Counsel Office prior to the signing of the Contract by a Signing Authority except in circumstances set out in this By-law.

2.2 Scope

This By-law applies to all Contracts as defined in this By-law.

ARTICLE 3 – APPROVAL AND EXECUTION OF CONTRACTS

3.1 University of Ottawa Act and Board By-law No. 1 (2019)

Pursuant to the University of Ottawa Act, the Board has, except for those matters assigned to Senate, responsibility for the government, conduct, management and control of the University. Pursuant to Board By-law No. 1 (2019), the Board may direct the manner in which and the individual or individuals by whom any type of document may be executed on behalf of the University.

3.2 Delegation of authority

(a) The Board hereby authorizes the Approval Authorities and the Signing Authorities referred to in Part 2 of this By-law to approve or to sign Contracts on behalf of the University according to the type of Contract and threshold as more particularly set out in Part 2 of this By-law and all such Contracts so approved and signed shall be binding upon the University without further authorization or formality.

(b) When reference is made to the approval of the Board in Part 2 or in any other provision of this By-law, the Board hereby authorizes the Executive Committee to exercise such approval authority on its behalf.

(c) The Approval Authorities and Signing Authorities retains such authority delegated to them for any threshold amounts less that the ceiling amount associated with their authority as set out in Part 2 of this By-law.

ARTICLE 4 – GENERAL PRINCIPLES

4.1 Restrictions

(a) The exercise of the approval and of the signing of a Contract must always be exercised in accordance with the approved University budget relevant to the Contract and any relevant Board By-law, resolution or policy.

(b) Unless provided in By-law No. 1 (2019) or in other Board by-law, resolution or policy, no individual may approve or sign any Contract on behalf of the University unless that individual has approval authority or signing authority in accordance and compliance with this By-law or has been delegated such authority by the Board pursuant to a Board resolution.

(c) Dividing a Contract requirement into a number of smaller Contracts to avoid Approval Authorities or Signing Authorities is not permitted.

(d) The President, Vice-Presidents and Secretary-General each have the power to restrict, in writing, the approval or signing authority of any Approval Authority or Signing Authority subordinate to them.

4.2 Approval and signature format

The approval to a Contract by the Approval Authority must be express and obtained prior to the signing of the Contract and prior to the start of any services or receipt of deliverables associated with the Contract. The approval of the Approval Authority or the signature of any Signing Authority to a Contract may be written, printed, stamped or otherwise mechanically or digitally reproduced or evidenced as such and all such Contract so signed shall be binding upon the University without any further authorization or formality.

4.3 Material risk or impact

Notwithstanding anything contained in this By-law or in any other University Policy or Procedure, approval from the Board or the Executive Committee is required in advance of the University entering into any Contract which has the potential to significantly impact the financial status of the University or has the potential of presenting material risk or onerous consequences, whether financial, reputational, legal or otherwise, or that is precedent-setting or involves sensitive or controversial issues.

4.4 Temporary absence or vacancy of an Officer of the University

In the event of a temporary absence of an Officer of the University, he or she shall, for the duration of his or her temporary absence, delegate in writing such authority granted to him or her pursuant to this By-law to another Officer of the University and shall ensure that the written delegation is communicated to the Office of the Secretary-General. Such written delegation may be made by electronic means. If the position of an Officer of the University is vacant or the individual holding the position of an Officer of the University is inaccessible, the delegation of authority provided by this By-law, by other Board by-law, resolution or policy may be exercised by the individual who has been appointed to fill such vacancy in accordance with Board By-law No. 1 (2019).

4.5 Temporary absence or vacancy other than in Section 4.4

(a) In the event of a temporary absence of an individual (other than an Officer of the University as in Section 4.4 of this By-law) who has been delegated as an Approval Authority or Signing Authority pursuant to this By-law, he or she shall, for the duration of his or her temporary absence, delegate in writing such authority to the individual in the University position to which the individual reports to or to an individual holding a University position within his or her Unit with the same or next highest managerial level of authority below. . The written delegation must be communicated within the Unit. Such written delegation may be made by electronic means.

(b) Subject to 4.5 (c), if the position of an Approval Authority or Signing Authority is vacant or the individual holding the position is inaccessible, the individual in the University position to which the position directly reports can exercise the delegation of authority provided by this By-law, by other Board by-law, resolution or policy or may delegate such authority to an individual in University position at the same level of managerial authority as the vacant position or to the position within the Unit that is at the next level of managerial authority below the vacant position. The written delegation is communicated within the Unit. Such written delegation may be made by electronic means.

(c) Notwithstanding 4.5 (b), the procedures, as established and amended from time to time by the Administration Committee, for the appointment of an interim Associate Vice-President, Vice-Provost or other position of equivalent rank to an Associate Vice-President shall apply.

4.6 Certificate or Confirmation of Authority

The Secretary-General is authorized to issue any certificate or document authenticating and/or confirming the authority of an Approval Authority and /or a Signing Authority pursuant to this By-law, Board By-law No. 1 (2019), other Board by-law, resolution or policy.

4.7 Head of Unit

A Head of Unit may approve and/or sign a Contract as the Approval Authority and/or Signing Authority pertaining only to their Unit or for the function for which they are responsible or over which they have jurisdiction and that is relevant to the subject matter of the Contract in accordance with this By-law as more particularly described in Part 2 of this By-law.

4.8 Responsibilities

(a) Before approving and signing a Contract, the Approval Authority and Signing Authority must be satisfied as to the following and upon signing, are accountable for the Contract:

(i) 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 their obligations;

(ii) That the Contract fits within University's academic, business and operational requirements and complies with relevant University collective agreements and University Policy or Procedure and where applicable with funding agency requirements;

(iii) That the financial and other benefits or risks to the University as a result of the Contract have been considered and are reasonable in the circumstance;

(iv) That the following have been identified and where applicable, brought to the attention of the person holding a University position at the next highest level of managerial authority to the Approval Authority or Signing Authority and have been addressed or reasonably mitigated:

- risks and liabilities arising by the Contract and any matter of particular importance regardless of the monetary value of the Contract, including any aspect that could,
  - present an unusually high risk, or
  - bring the University under public scrutiny or controversy, or
  - adversely affect the reputation of the University;

(v) That the legal review required by Section 4.10 of this By-law has been conducted by the Legal Counsel Office, that any legal advice and/or opinion resulting from the legal review has been followed or if not followed, the reasons for not doing so are documented by the Head of Unit relevant to the Contract.

(b) The Signing Authority and/or Head of Unit relevant to the Contract must ensure that evidence of approval by the Approval Authority and a fully executed Contract is kept, including all appendices and other supporting documents, in the Unit's files and information system accessible to others within that relevant Unit and comply with University Policy or Procedure on information management.

4.9 Conflict of Interest

(a) Every Approval Authority and Signing Authority must act in good faith for the best interests of the University and must not approve or sign any Contract where, by doing so, the Approval Authority or Signing Authority is placed in a Conflict of Interest or there is the potential or the appearance of being placed in a Conflict of Interest, unless that Conflict of Interest has been disclosed to and addressed in accordance with Section 4.9 (b) of this By-law.

(b) Every Approval Authorities and Signing Authorities must declare, in writing to the person they report to, the nature and extent of any potential, actual or perceived Conflict of Interest as soon as the Approval Authority or Signing Authority is aware of any such Conflict of Interest. Where a Conflict of Interest is disclosed or otherwise arises, the individual to whom the Approval Authority or Signing Authority reports to must assess and take appropriate mitigating action to either manage or resolve the situation.

4.10 Legal Review of Contract

(a) A legal review of a Contract must be done by the University's Legal Counsel Office prior to the signing for a Contract with respect to,

(i) Contracts where the Approval Authority or Signing Authority (as applicable) is the Board, the President, the Executive Committee, a Vice-President, the Secretary-General;

(ii) the acquisition or disposition by the University of an interest in land or building or other property;

(iii) the creation or dissolution of a corporation, trust, limited partnership or other legal entity in which the University will hold or held an ownership interest;

(iv) legal settlements whereby the University agrees to settle a legal matter, to release a third party from legal responsibility or to waive its legal rights to legally pursue a third party for a claim it has or may have in future in relation to a specific matter;

(v) any other Contract that is likely to significantly impact the financial status of the University or has the potential of presenting material risk to or onerous consequences on the University, whether financial, reputational, legal or otherwise, or that is precedent-setting or involves sensitive or controversial issues.

(b) Despite 4.10 (a) of this By-law, a legal review by the University's Legal Counsel Office is not necessary in the following circumstances:

(i) if the Contract is in a standard form that has been previously prepared or reviewed by the Legal Counsel Office within at least 2 years or the circumstances relevant to the Contract under which such standard form is used have not materially changed since the review done by the Legal Counsel Office; or

(ii) if the subject matter and terms of the Contract are standard, low risk, routine and not sensitive.

(c) Despite any other provision of this By-law, the President or the Secretary-General may require that the Legal Counsel Office review a Contract prior to its execution by a Signing Authority where the President or the Secretary-General may deem it necessary to do so.

(End of Part 1 - next page is Part 2)

PART 2 – TABLE OF AUTHORITIES BY TYPE OF CONTRACT

ARTICLE 5 – REAL ESTATE

5.1 Scope

Real estate Contracts include those related to land and/or buildings owned or occupied by the University such as, agreement of purchase and sale, lease, licence, easement, rights of way, consent to enter, agreements between the University and the City of Ottawa or other governmental authority related to construction and development projects (such as, site plan agreements, maintenance and liability agreements), and student residence agreement allowing a student to occupy a room in a University student residence.

REAL ESTATE			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
University purchases or acquires from a third party ownership interest in land and/or building and documents associated with the purchase transaction	Unlimited	Board Or Executive Committee	Any two of: President Vice-President, Finance and Administration Secretary-General
University sells or otherwise disposes of the University's ownership interest in land and/or building and documents associated with the sale transaction	Unlimited	Board Or Executive Committee	Any two of: President Vice-President Finance and Administration Secretary-General
University grants to a third party the use of or right in the University's land and/or building for the third party's use and/or occupation Example: lease, license easement, right of way, consent to enter to do construction work	≥ 21 years	Board Or Executive Committee	Any two of: President Vice-President Finance and Administration Secretary-General

REAL ESTATE			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	> 10 years and ≤ 21 years	Vice-President Finance and Administration	Any two of: President Vice-President Finance and Administration Secretary-General
	≤10 years	Associate Vice-President Facilities	Associate Vice-President Facilities And Relevant Director within Facilities
University is accepting or acquiring from a third party the right to use or a right in a third party's land and/or building for the University's use and/or occupation Example: lease, license, easement, right of way or a consent to enter third party's land to do construction work	> 21 years	Board Or Executive Committee	Any two of: President Vice-President Finance and Administration Secretary-General
	> 10 years and ≤ 21 years	Vice-President Finance and Administration	Any two of: President Vice-President Finance and Administration Secretary-General

REAL ESTATE			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	≤ 10 years	Associate Vice-President Facilities Or Head of Unit	Associate Vice-President Facilities And Relevant Director within Facilities
City of Ottawa or other governmental authority agreements related to construction and development not otherwise covered by this Article or By-law (such as, site plan agreements, maintenance and liability agreements)	Any	President And Vice-President, Finance and Administration	Any two of: President Vice-President Finance and Administration Secretary-General
University student housing Contract in a University student residence	unlimited	Head of Unit	Head of Unit
Temporary access and use of University space	unlimited	Head of Unit responsible for the University space	Head of Unit And one of: Director or Manager

ARTICLE 6 – BANKING AND INVESTMENT

6.1 Scope

Banking and/or investment Contracts means any Contract in relation to banking services (including the deposit with or transfer to the credit of the University's account only), the management or investment of University's funds (long term portfolio and short term or treasury portfolio) or the University pension fund or the arrangement of a borrowing or financial commitment on behalf of the University or on behalf of a University pension plan, issuance of bonds, debentures, securities, mortgages or other financial guarantees.

The Approval Authority will depend on the subject matter of the Contract and the powers and function of the relevant Board committee.

Contracts for the appointment, removal or retention of external service providers, financial consultants, actuarial services, in respect of the University's treasury and investments, respectively are governed by Article 7 - Procurement of Goods and/Services for procurement of such service.

BANKING AND INVESTMENT			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Contract for banking services to the University	Any	Board Or Executive Committee	Vice-President, Finance and Administration And Associate Vice-President, Financial Resources Or Chief Investment Officer, Pension Fund Investment Management
Contracts for banking services to the University of Ottawa Retirement Pension Plan (1965) and any other University pension plan	Any	Board Or Executive Committee	Vice-President, Finance and Administration And Associate Vice-President, Financial Resources Or Chief Investment Officer, Pension Fund Investment Management

BANKING AND INVESTMENT			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Contracts associated with the investment of the University's long term, short term or treasury portfolio of the University	Any	Board Or Executive Committee Or Finance and Treasury Committee	Vice-President Finance and Administration Or Associate Vice-President, Financial Resources And one of: Chief Investment Officer, Pension Fund and Investment Management Or Director within the Pension Fund and Investment Management Office
Contracts associated with the investment of the pension fund of the University of Ottawa Retirement Pension Plan (1965) and any other University pension fund	Any	Board Or Executive Committee Or Pension Fund Investment Committee	Vice-President Finance and Administration Or Associate Vice-President, Finance and Administration And one of: Chief Investment Officer, Pension Fund and Investment Management Or Director, within the Pension Fund and

BANKING AND INVESTMENT			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
			Investment Management Office
Contracts associated with investment transactions involving the University's endowed funds	Any	Board Or Executive Committee	President And Vice-President, Finance and Administration
Contracts associated with borrowing money, issue debentures, bonds	Any	Board Or Executive Committee	President And Vice-President, Finance and Administration

ARTICLE 7 – PROCUREMENT OF GOODS AND/OR SERVICES

7.1 Scope

7.1.1 General

Contracts for the procurement of goods and / or services means an agreement between the University and a supplier whereby the University is purchasing goods and/or services from the supplier and the supplier provides such goods and/or services to the University. Goods and/or services means all goods and/or services including construction, consulting services and information technology.

Reference to Head of Unit in the table of this Article refers to Head of Unit of the faculty or service from whose budget will pay for the procurement. Reference to Procurement Director, Procurement Associate Director, Procurement Manager in the table refer to procurement positions that are in an administrative service under the responsibility of the Office of the Vice-President, Finance and Administration.

The Approval Authority may depend on the subject matter of the Contract and the powers and function of the relevant Committee.

7.1.2 CFI and non-CFI Contracts

CFI and non-CFI Contracts refers to University research projects benefiting from Canada Foundation for Innovation (CFI) funding or funding from other research granting agencies with specific requirements to follow when making purchases. The Approval Authority and of Signing Authority of Contracts for the procurement of goods and/ or services related to research funded by CFI funded or other research granting agency is established in a procurement policy approved by the Board or Executive Committee. CFI funded and non-CFI funded Contracts are not covered by the table of this Article.

7.1.3 Construction

The supply of goods and/or services related to construction are covered under this Article and includes construction and renovation Contracts with third party for any work related to the building, renovation, repair, replacement, maintenance, alteration in any manner in relation to land, buildings, structures, improvements and other physical infrastructure and any parts thereof owned by, vested in, leased by the University wherever situated, including without limitation, general and subcontracts, professional services or consultant Contracts (architects, engineers, project managers) agreements, purchase orders, change orders, supply Contracts related to construction or renovation projects.

7.1.4 Change to initial Contract Value

Any change to the Contract Value (as defined in 1.1 (h) of this By-law) after the original approval and signing of the Contract resulting in an additional financial cost or in-kind contribution to or by the University receives, the approval from the Approval Authority of the cumulative Contract Value (original Contract Value plus additional financial cost and/or in-kind contribution) in accordance with the table of this Article.

7.1.4 Vendor of Record

A vendor of record contract covers a Contract with a pre-qualified supplier that sets out the arrangement typically established through a request for supplier qualification or similar process, that authorizes one or more qualified vendors to provide goods/services to the University for a defined period on terms and conditions, including pricing, as set out in the vendor of record Contract.

PROCUREMENT OF GOODS AND/OR SERVICES		
Threshold	**Approval Authority**	**Signing Authority**
≥$10,000,000	Board Or Executive Committee	Vice-President Finance and Administration And one of: President Or Secretary-General

PROCUREMENT OF GOODS AND/OR SERVICES		
Threshold	**Approval Authority**	**Signing Authority**
> $5,000,000 and ≤ $10,000,000	President	Vice-President Finance and Administration And one of: President Or Secretary-General
> $1,000.00 and ≤ $5,000,000	Vice-President or Secretary-General And Associate Vice-President, Financial Resources <u>For construction</u>: Associate Vice-President, Facilities And Associate Vice-President, Financial Resources	Vice-President or Secretary-General And Associate Vice-President, Financial Resources <u>For construction</u>: Associate Vice-President, Financial Resources And Associate Vice-President Facilities

PROCUREMENT OF GOODS AND/OR SERVICES		
Threshold	**Approval Authority**	**Signing Authority**
> $500,000 and ≤ $1,000,000	Vice-President or Secretary-General And Procurement Director Or Procurement Associate Director <u>For construction</u>: Associate Vice-President, Facilities And Procurement Director Or Procurement Associate Director	Vice-President or Secretary-General And Procurement Director Or Procurement Associate Director <u>For construction</u>: Associate Vice-President, Facilities And Procurement Director Or Procurement Associate Director
> $300,000 and ≤ $500,000	Head of Unit And Procurement Manager <u>For construction</u>: Director, Facilities And Procurement Manager	Head of Unit And Procurement Manager <u>For construction</u>: Director, Facilities and Procurement Manager
≤ $300,000	As established by the procurement approval authority schedule pursuant to University Policy 36 – Procurement, approved by the Board or Executive Committee	As established by the procurement approval authority schedule approved by the Board or Executive Committee

PROCUREMENT OF GOODS AND/OR SERVICES		
Threshold	**Approval Authority**	**Signing Authority**
CFI and non-CFI Contracts	As established by the procurement approval authority schedule pursuant to University Policy 36 – Procurement, approved by the Board or Executive Committee	As established by the procurement approval authority schedule approved by the Board or Executive Committee
Vendor of Record	As established by the procurement approval authority schedule, pursuant to University Policy 36 – Procurement, approved by the Board or Executive Committee	As established by the procurement approval authority schedule approved by the Board or Executive Committee

ARTICLE 8 – SALE OR DISPOSAL OF NON-REAL ESTATE ASSETS

8.1 Scope

Contracts for the sale or disposal of University's fixtures, furniture, equipment or other non-real estate or movable physical assets, (but excludes assets and equipment as part of a University research project).

The threshold amounts in the table below refer to the fair market value of the non-real estate asset at the time of sale or disposal.

SALE OR DISPOSAL OF NON-REAL ESTATE ASSETS		
Threshold	**Approval Authority**	**Signing Authority**
≥$5,000,000	Board Or Executive Committee	Vice-President Finance and Administration And one of: President Or Secretary-General
> $1,000,000 and ≤ $5,000,000	President	Vice-President Finance and Administration And one of: President Or Secretary-General

SALE OR DISPOSAL OF NON-REAL ESTATE ASSETS		
Threshold	**Approval Authority**	**Signing Authority**
> $500,000 and ≤ $1,000,000	Vice-President Finance and Administration	Vice-President Finance and Administration And one of: Secretary-General or Associate Vice-President Financial Resources
> $300,000 and ≤ $500,000	Vice-President Finance and Administration	Associate Vice-President, Financial Resources And Head of Unit
> $100,000 and ≤ $300,000	Associate Vice-President Financial Resources	Associate Vice-President Financial Resources And Head of Unit
> $50,000 and ≤ $100,000	Associate Vice-President Financial Resources	Head of Unit And Chief Administrative Officer of Unit
≤ $50,000	Head of Unit	Chief Administrative Officer of Unit

ARTICLE 9 – RESEARCH CONTRACTS

9.1 Scope

Contracts in this Article include research agreements as more particularly described below. Reference to Associate Vice-President, Director or Assistant Director in the table of this Article refer to positions that are in an administrative service under the responsibility of the Office of the Vice-President Research and Innovation and relevant to the type or subject matter of the Contract.

9.1.1 Institutional Agreements for Research Grants

The majority of research funds (i.e., Tri-Agency and Canada Foundation for Innovation) come to the University in the form of research grants.

A research grant is an award where the funding is generally provided with the intent of encouraging a professor's research efforts or other studies done at the University of Ottawa, where the funding is to be utilized exclusively for the purposes described in the grant application. Funding is granted by the sponsor with an expectation, but not the requirement, that the tasks identified can be accomplished. Grants are generally distributed by federal grant councils and other non-profit, philanthropic agencies.

Research grants are governed by Institutional Agreements, (i.e. Tri-Agency “Agreement on the Administration of Agency Grants and Awards by Research Institutions” and Canada Foundation for Innovation “Institutional Agreement”) or they may be subject to conditions of non-profit or philanthropic agencies or foundations.

9.1.2 Research Contract

Research contract is any agreement whereby the University undertakes to perform certain tasks for the sponsor, and where the sponsor imposes certain restrictions either on the direction of the research or service to be performed, on the use of the research results or on their publication. The document generally contains provisions related to the work to be conducted, the time periods over which the work will be performed, confidentiality, ownership rights, commercial exploitation and licensing rights..

9.1.3 Service Contract

Contracts where an individual researcher, unit or research core facility provides a research-related professional, administrative or technical service, program or product to a third party and which is not covered under any other type of Contract.

9.1.4 Intellectual property and licensing technology

Intellectual Property and licensing technology Contracts encompass agreements whereby the University grants access to research technologies and inventions that have been patented or for which a patent application has been filed and includes agreements for intellectual property management and ownership, related non-disclosure agreements, data sharing agreements. The University grants access to such technologies through licenses to existing and start-up companies that have the capacity to develop the technology successfully into products.

9.1.5 University of Ottawa Press and other Contracts related to scholarly works

This section covers Contracts involving the University of Ottawa Press publications or other Contracts (not necessarily involving the University of Ottawa Press) related to publication, distribution, sale of scholarly works or titles or to a licence in or acquisition of scholarly works or titles and related royalties.

9.1.6 Research affiliation, collaborations, partnerships, consortia or membership

These include Contracts whereby the University is agreeing to participate as a member of a larger group in research activities or projects or where the University or one of its research centres or institutes agrees to work or collaborate with another third party as a research partner on common research initiatives. Contracts about research partnerships with an existing or potential supplier of goods and/or services to the University are governed by Article 7- *Procurement of Goods and/or Services* of this By-law.

9.1.7 Incubator start-up programs

This section covers Contracts with private sector companies or other organizations related to incubation and start-up programs to train students or recent alumni in entrepreneurship. It includes Contracts associated with the overall relationship between the University and the private sector company providing the incubator or start-up program or opportunity for University students and Contracts associated with the University acquiring a minority interest in a company, limited partnership or other legal entity formed or existing in relation to the incubator or start-up program or opportunity.

RESEARCH CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Institutional agreements for research grant	Any	President And Vice-President, Research and Innovation	President And Vice-President, Research and Innovation
Research Contract	>$10,000,000	Board Or Executive Committee	President And Vice-President, Research and Innovation
	>$5,000,000 and ≤ $10,000,000	President	President And Vice-President, Research and Innovation

RESEARCH CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	>$3,000,000 and ≤ $5,000,000	Vice-President, Research and Innovation	Vice-President, Research and Innovation And: Associate Vice-President Or Director
	≤ $3,000,000	Associate Vice-President	Director And: Assistant Director
Service Contract	>$10,000,000	Board Or Executive Committee	President And Vice-President, Research and Innovation
	>$5,000,000 and ≤ $10,000,000	President	President And Vice-President, Research and Innovation
	>$3,000,000 and ≤ $5,000,000	Vice-President, Research and Innovation	Vice-President, Research and Innovation And Associate Vice-President

RESEARCH CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	> $500,000 and ≤ $3,000,000	Dean/Head of Unit Or Associate Vice-President Or Director	Dean/Head of Unit And Director
	≤ $500,000	Head of Unit	Director
Intellectual property and licensing technology	Any	Associate Vice-President Or Director	Executive Director of Innovation Support Services and Assistant Director, Innovation Support Services
University of Ottawa Press or other Contracts (not necessarily involving University of Ottawa Press) related to related to publication, distribution, sale of scholarly works or titles or to a licence in or acquisition of scholarly works or titles and related royalties	Any	Associate Vice-President Or Director	Associate Vice-President Or Director
Research affiliation agreements, collaborations, research partnerships, consortia or membership	All values	President and Vice-President Research and Innovation	Vice-President Research and Innovation Or Dean and, as appropriate: Associate Vice-President Or Director

RESEARCH CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Contracts related to commercialization of research including Contracts associated with the creation of separate legal entity such as articles of incorporation, shareholder agreements, general or limited partnership agreements, trust agreements, equity transactions arising from research work and in which a University employee holds ownership interest	Any	Vice-President, Research and Innovation	Vice-President, Research and Innovation and Secretary-General
Incubator start-up programs	Any	Director And Dean	Director And Dean

ARTICLE 10 – ACADEMIC CONTRACTS

10.1 Scope

Academic Contract means any agreement for the pursuit of any academically related activity including without limitation, externally funded chairs or professors positions (other than research chairs and research professorships that are dealt with Article 9 of this By-law), student placement or practicum agreements, student volunteer agreements, the establishment or management of an arrangement, program or organization, within or outside the University premises, between the University and another party, inter-institutional collaborations or affiliation agreements (for example, with teaching hospital or other organization, where the University agrees to work or collaborate with a third party on teaching and academic initiatives), academic conference agreements.

This Article 10 does not include those Contracts governed by specific Articles in this By-law, including Article 9 - Research Contracts, Article 11 - International Contracts. It also does not include Contracts where the University hires a third party provider to supply services - for example: to design, teach a course or to provide training – these are included within the scope and are governed by Article 7 - Procurement.

ACADEMIC CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Externally funded chairs	Any	Dean	Dean

ACADEMIC CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
or professorships chairs/professorships		and Provost and Vice-President Academic Affairs	and Provost and Vice-President Academic Affairs
Student placement or practicum	Within one academic Unit	Director of relevant program and Dean	Dean and Director of relevant program
	More than one Faculty or University-wide	Dean(s) and Provost and Vice-President Academic Affairs	Dean(s) and Provost and Vice-President Academic Affairs
Student exchange programs (not international)	Within one academic unit	Dean	Director of relevant program and Dean
	More than one faculty, other academic unit or University-wide	Dean(s) and Provost and Vice-President Academic Affairs	Provost and Vice-President Academic Affairs And one of: President Or Vice-President Research and Innovation Or Secretary-General
Affiliation agreement with a hospital or other organization where the University agrees to work or collaborate with third	Within one faculty or more than one but not University-wide	Dean(s) and Director(s) of relevant program	Dean (s)

ACADEMIC CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
party on teaching and academic initiatives			
	University-wide	President And Provost and Vice-President Academic Affairs	President And Provost and Vice-President Academic Affairs
Agreement with hospital, family health team, Government for funding of teaching by physicians in hospital	Any	Dean And Provost and Vice-President Academic Affairs	Dean And Provost and Vice-President Academic Affairs
Inter-institutional collaborations, affiliation agreements (other than student exchanges or affiliation agreements stated elsewhere in this Table)	All	Dean(s) and Provost and Vice-President Academic Affairs	Provost and Vice-President Academic Affairs and one of: President Or Vice-President Research and Innovation Or Secretary-General
Delivery of non-degree programs/ courses to outside organizations, corporations, or institutions	Associated with a faculty or other academic unit	Dean and Provost and Vice-President Academic Affairs	Dean and Provost and Vice-President Academic Affairs

ACADEMIC CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	Associated with a Unit other than a faculty or other academic unit	Head of Unit And Provost and Vice-President Academic Affairs	Head of Unit And Provost and Vice-President Academic Affairs
Agreement with Saint Paul University according to Section 28 of the University of Ottawa Act or any other federated university	All	Board Or Executive Committee	President And Provost and Vice-President Academic Affairs
Contracts related to review and/or approval or endorsement of academic content in third party courses or programs	Associated with a faculty or other academic unit	Dean and Provost and Vice-President Academic Affairs	Dean and Provost and Vice-President Academic Affairs
	Associated with a Unit other than a faculty or other academic unit	Head of Unit And Provost and Vice-President Academic Affairs	Head of Unit And Provost and Vice-President Academic Affairs

ARTICLE 11 – INTERNATIONAL CONTRACTS

11.1 Scope

International Contracts means agreements between the University and an international educational institution or organization related to international collaboration (example, memoranda of understanding, general framework agreements), student mobility, student or staff exchanges, programs for joint funding of students sponsored by government or third party, articulation and transfer credit agreements, joint and double degree programs, non-academic and non-degree professional development programs delivered at the University, programs that involve commitment of resources, including faculty mobility opportunities, commitments involving funding agencies, commitments to participate in consortia on international projects, bilateral or multilateral institutional research agreements with international research institutions or foreign government research agencies.

This Article 11 does not include those Contracts involving research with an international educational institution or organization, which are governed by Contracts described in the scope of Article 9 - Research Contracts or Contracts involving a University purchase of goods and/or services which are governed by Article 7 – Procurement of Goods and/or Services.

INTERNATIONAL CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
University-wide general framework agreement (for example, a memorandum of understanding) or involving more than one University program, faculty or academic unit	Any	Provost and Vice-President Academic Affairs And Vice-President, International and Francophonie	Provost and Vice-President Academic Affairs And Vice-President, International and Francophonie
General framework agreement (for example, a memorandum of understanding) specific to a University program, faculty or academic unit	Any	Provost and Vice-President Academic Affairs And Vice-President, International and Francophonie	Provost and Vice-President Academic Affairs And Vice-President, International and Francophonie Or Associate Vice-President, International
University-wide student exchange within the international student mobility	Any	Provost and Vice-President Academic Affairs and Vice-President, International and Francophonie	Provost and Vice-President Academic Affairs and Associate Vice-President, International
Student exchange within the international student mobility specific to a University program, faculty or academic unit	Any	Provost and Vice-President Academic Affairs and	Dean And

INTERNATIONAL CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
		Vice-President, International and Francophonie	Associate Vice-President, International
Articulated programs and credit transfer (for example: 2+2: students will complete the first 2 years in one university and finish the last 2 years in another university; or Double degree programs – a program that requires students to meet the degree requirements of both the home and host universities, allowing them to receive 2 degrees, 1 from each university)	Any	Provost and Vice-President, Academic Affairs and Vice-President, International and Francophonie	Provost and Vice-President Academic Affairs and Vice-President, International and Francophonie
Programs for joint funding of student sponsored by a government or third party	Any	Provost and Vice-President, Academic Affairs and Vice-President, International and Francophonie	Provost and Vice-President, Academic Affairs and Vice-President, International and Francophonie
Commitments involving funding agencies (For example, scholarship to international students by Canadian agencies)	Any	Provost and Vice-President, Academic Affairs And Vice-President, International and Francophonie	Provost and Vice-President, Academic Affairs And Vice-President, International and Francophonie

INTERNATIONAL CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Programs that involve commitment of resources, including faculty mobility opportunities (for example, Erasmus+)	Any	Provost and Vice-President, Academic Affairs And Vice-President, International and Francophonie	Provost and Vice-President, Academic Affairs And Vice-President, International and Francophonie
Bilateral or multilateral institutional research agreements with international research institutions or foreign government research agencies	Any	Vice-President, International and Francophonie And Vice-President, Research and Innovation	President

ARTICLE 12 – EXTERNAL RELATIONS CONTRACTS

12.1 Scope

Reference to Associate Vice-President and Director in the table of this Article refer to University positions that are in an administrative service under the responsibility of the Office of the Vice-President, External Relations and relevant to the type and subject matter of the Contract.

12.1.1 Gift-in-kind or donation agreements

Agreements related to donations or gifts whereby a donor gives a voluntary, irrevocable transfer of cash, assets or property to the University for the University's benefit, without any expectation that it be returned and without any tangible benefit to the donor are included within scope of this Article 12. The following are examples of type of donations or gifts and for the purposes of this By-law, Contract also includes memorandum of agreement or memorandum of understanding with the donor all associated documents relating to the administration of a bequest or estate:

- outright gifts of cash
- gifts of publicly traded securities
- gifts-in-purchase-discount
- gifts-in-kind cultural property
- bequests
- life insurance
- trust agreements

12.1.2 Sponsorships

For the purposes of this By-law, a sponsorship Contract has the same meaning as the word sponsorship and sponsorship agreement per University Policy 120- Sponsorship. Contracts whose primary purpose is to set out the terms and conditions of a sponsorship are included within the scope of this Article 12.

It also is intended to cover Contracts not within the scope of Policy 120 but in which the University is paying a fee to a third party so that the University's name and brand is recognized at events, venues or University is recognized as a sponsor of an event or at a venue.

12.1.3 Affinity Contracts

Affinity Contracts refers to agreements between the University and a third party whereby the third party offers benefits and services to University alumni and revenues generated from such affinity program is used to support the on-going alumni relations programming at the University. Affinity Contracts also refers to agreements between the University whereby the University is not procuring goods or services but the third party offers benefits and services to University students, employees or to other members of its community.

12.1.4 University brand

Contracts whose primary purpose is to set out the terms and conditions by which the University gives permission to a third party to use the University's name, logo, trade-marks, as per University Policy 57 – University of Ottawa Brand Policy are included within the scope of this Article.

12.1.5 Naming agreements

Contracts whose primary purpose are to set out the terms and conditions related to the naming of a University-owned asset (tangible or intangible) as per Policy 100- Naming or as per any other University Policy or Procedure about naming are included within the scope of this Article.

12.1.6 University of Ottawa Alumni Association

Contracts with the University of Ottawa Alumni Association or involving the relationship between it and the University.

EXTERNAL RELATIONS CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Gift-in-kind or donation agreement, or non-exclusive sponsorship Contract	>$5,000,000	Board or Executive Committee	President and Vice-President External Relations or Secretary-General
	>$100,000 and ≤$5,000,000	Vice-President External Relations	Vice-President External Relations or Associate Vice-President and Director
	≤$100,000	Associate Vice-President Or Director	Chief Development Officer Or Director
Sponsorship contract with exclusivity provisions apply University-wide	All	Board Or Executive Committee	President And Vice-President External Relations
Affinity Contract	Related to more than one University community group	Vice-President External Relations	Associate Vice-President And Head of Unit
	Alumni-related	Vice-President External Relations	Associate Vice-President And Head of Unit

EXTERNAL RELATIONS CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	Student-related	Provost and Vice-President, Academic Affairs	Associate Vice-President And Head of Unit
	Employee-related or other	Vice-President, Finance and Administration	Associate Vice-President And Head of Unit
Contract related to the use of the University's name and brand	All	Vice- President External Relations	Chief Communications Officer
Naming agreement (without donation or sponsorship or not otherwise covered under this Article or By-law)	Any	President And Vice-President, External Relations	President And Vice-President External Relations
University of Ottawa Alumni Association	Any	Vice-President, External Relations	Vice-President, External Relations And Associate Vice-President

ARTICLE 13 – LEGAL SETTLEMENT CONTRACTS

13.1 Scope

Legal settlement contracts refers to agreements whereby the University agrees to settle a legal matter, to release a third party from legal responsibility or to waive its legal rights to legally pursue a third party for a claim it has or may have in future in relation to a specific matter.

LEGAL SETTLEMENT CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Legal settlements, release or indemnity Contracts	> $1,000,000	Board Or	Vice-President Finance and Administration

LEGAL SETTLEMENT CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
		Executive Committee	And one of: President Or Secretary-General
	> $500,000 and ≤ $1,000,000	President Or Vice-President	Any two of: President Vice-President Secretary-General
	>$100,000 and ≤$500,000	Vice-President	Associate Vice-President Or Head of Unit
	>$50,000 and ≤$100,000	Associate Vice-President	Associate Vice-President or Head of Unit
	≤$50,000	Head of Unit	Head of Unit or Legal Counsel

ARTICLE 14 – INSURANCE CONTRACTS

14.1 Scope

Insurance Contract means an agreement between an insurance company and the University as an insured party in relation to the University's personal property and its lands and buildings that sets out the risks that are covered, the limits of the insurance policy and the term of the insurance policy and includes documents related to the application for insurance coverage, proof of loss claims, release of insurer, cancellation of insurance Contract. Contracts related to group

insurance plans for employees is a procurement Contract and covered under Article 7 – Procurement of Goods and/or Services.

Where relevant, the reference to position titles in the table below refer to University positions within the University's Office of Risk Management.

INSURANCE CONTRACTS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Insurance Contract	All values	Vice- President Finance and Administration	Director And Associate Director
Proof of loss, release of insurer	All	Director	Director and Associate Director
Cancellation of insurance Contract	All	Vice-President Finance and Administration	Director and Associate Director

ARTICLE 15 – STUDENT ASSOCIATIONS

15.1 Scope

Any Contract between the University and a University student association or student interest group which regulates the collection of student fees for their activities, including, without restriction, agreements determining financing and operations but shall exclude Contracts by other provisions of this By-law

STUDENT ASSOCIATIONS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Recognition by the University of the student association as representing either undergraduate or graduate students of the University	All values	Board Or Executive Committee	Provost and Vice-President Academic Affairs And President Or Secretary-General

STUDENT ASSOCIATIONS			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Providing the services to the student association of charging and collecting of student fees for the student association	All values	Board Or Executive Committee	Provost and Vice-President Academic Affairs And President Or Secretary-General
Providing a loan to the student association	All values	Provost and Vice-President Academic Affairs And Vice-President Finance and Administration	Provost and Vice-President Academic Affairs And Vice-President Finance and Administration
Providing services to the student association	All values	Provost and Vice-President Academic Affairs And Head of Unit	Associate Vice-President, Student Affairs And Head of Unit
Student association Contracts that are specific to a faculty or other academic unit	All values	Dean And Associate Vice-President, Student Affairs	Dean

ARTICLE 16 – CONFIDENTIALITY OR NON-DISCLOSURE

16.1 Scope

A confidentiality or non-disclosure Contract is a standalone agreement between the University and another party or parties about confidential or proprietary information that the parties to the Contract agree to share with one another for certain purposes and further agree to not to disclose or otherwise use such information.

The reference to the Head of Unit in the table oft his Article refers to :

a) the person who is the information owner (the final authority and decision maker with respect to the University information that is the subject of the confidentiality and non-disclosure Contract) and it is the University who is sharing the University information with a third party under the Contract;

b) the person who is in a position of authority to ensure that the University's confidentiality and non-disclosure obligations contained in the Contract are respected and adhered to when it is the University who is receiving confidential information from a third party under the Contract.

CONFIDENTIALITY AND NON-DISCLOSURE			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Research Confidentiality or non-disclosure Contract about a project, activity or commercialization related to research	N/A	Vice-President, Research and Innovation Or Associate Vice-President, Research and Innovation	Executive Director of the Office of Vice-President, Research and Innovation Or Assistant Director of same Office
Non-research Confidentiality or non-disclosure Contract about information that is **not** about a research project, research activity or commercialization of research	N/A	Head of Unit	Head of Unit
Charitable donations	N/A	Vice-President External Relations or President	Head of Unit and Chief Development Officer

ARTICLE 17 –FUNDING (NON-RESEARCH)

17.1 Scope

This Article covers a Contract whereby a federal, provincial or municipal governmental authority or other organization awards or grants funding to the University to be used by the University for purposes related to a governmental authority or organization program for a specified project (not academic research) or engages the University to administer a governmental authority program on its behalf.

Examples include but not limited to:

a) the University applies to a government program established to support a project or initiative and the University is awarded the funding. The Contract between the government and the University contains binding provisions whereby in exchange for the transfer payments made by the government or entity to the University, the University agrees to carry out the project and to certain other terms and conditions.

b) the government appoints the University to administer and manage a government or organization program on its behalf. The Contract between the government and the University contains binding provisions about administering or managing the government or organization program and/or the funding associated with it.

FUNDING (NON-RESEARCH)			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Government or organization funds are transferred to University Or University is appointed to administer or manage a government or organization program on its behalf and/or the funding of it	>$10,000,000	Board Or Executive Committee	President And Vice-President Or Secretary-General

FUNDING (NON-RESEARCH)			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
	>$5,000,000 and ≤ $10,000,000	President	President And Vice-President Or Secretary-General
	>$3,000,000 and ≤ $5,000,000	Vice-President	Vice-President And: Associate Vice-President
	>$500,000 and ≤ $3,000,000	Associate Vice-President	Associate Vice-President And Head of Unit
	≤ $500,000	Head of Unit	Head of Unit

ARTICLE 18 – UNIVERSITY AS SERVICE PROVIDER

18.1 Scope

This Article covers a Contract whereby a third party engages the University to provide services and/or goods. For example, an agreement whereby a governmental authority or an organization engages the University to provide certain services (for example, professional development training to their personnel).

This Article 18 does not apply to the service contracts related to research provided by the University researcher or University research unit or centre under Article 9 – Research Contracts of this By-law.

UNIVERSITY AS SERVICE PROVIDER			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Contract whereby the University supplies services/goods	>$10,000,000	Board Or Executive Committee	President And Vice-President Or Secretary-General
	>$5,000,000 and ≤ $10,000,000	President	President And Vice-President Or Secretary-General
	>$3,000,000 and ≤ $5,000,000	Vice-President	Vice-President And: Associate Vice-President
	>$500,000 and ≤ $3,000,000	Associate Vice-President	Associate Vice-President And Head of Unit
	≤ $500,000	Head of Unit	Head of Unit

ARTICLE 19 – UNIVERSITY SUBSIDIARIES

19.1 Scope

This Article covers a Contract between the University and a subsidiary of the University. A subsidiary of the University means the University owns or controls the majority of the interests of

an incorporated body, as a partner (limited partnership or general partner), as trustee or other legal entity.

The main business or factual terms of the formation documents for a subsidiary of the University that are typically set out in a term sheet or similar document must be approved by the Board or the Executive Committee of the Board prior to the approval and signature of the Contracts between the University and the subsidiary associated with its formation or its affairs.

Examples of types of Contracts covered by this Article between the University and the subsidiary of the University include but are not limited to: Contracts associated with formation of the subsidiary (a partnership agreement, limited partnership agreement, purchase agreement, shareholder agreement, trust agreement) and Contracts associated with affairs of the subsidiary of the University not covered under other provisions of this By-law.

Contracts between the University and the subsidiary of the University related to real estate (Example: ground lease, occupancy and use agreement, leasehold acknowledgment agreements) requiring the University as a contracting party are covered under Article 5 – Real Estate.

Contracts between the University and the subsidiary of the University related to procurement of services or goods whereby the University is providing services or goods to the subsidiary is covered under Article 18- University as a Service Provider.

UNIVERSITY SUBSIDIARIES			
Type of Contract	**Threshold**	**Approval Authority**	**Signing Authority**
Contracts between the University and the subsidiary related to formation of the subsidiary (examples: partnership agreement, limited partnership agreement, purchase agreement, shareholder agreement, trust agreement)	N/A	Board Or Executive Committee	President And Vice-President Or Secretary-General
Contracts between the University and the subsidiary of the University not covered by any other Article in this By-law	N/A	Board Or Executive Committee	President And Vice-President Or Secretary-General