



Contract Signing Policy

Category: Administrative;

Jurisdiction: General Counsel and Associate Vice-President, Legal, Compliance, & Privacy;
Financial Planning and Investment Committee;

Approval Authority: Board of Trustees;

Effective Date: December 2025;

Amendments: N/A [Replaces Delegation of Authority Policy, December 2025].

Purpose

The purpose of this Policy is to ensure that the signing of Contracts on behalf of the University has an appropriate level of control and accountability. This Policy:

- a. establishes the signing authority of officers and employees of the University;
- b. sets out the requirements related to signing of Contracts; and
- c. authorizes the President and Vice-Chancellor to issue procedures which delegate signing authority to other University employees and set out processes for the signing of Contracts.

Scope

This Policy applies to Brock University officers, employees, and members of the Board of Trustees.

This Policy applies to all Contracts signed on behalf of the University or to which the University is a party, except for procurement-related contracts, which fall under the Procurement Policy.

Policy Statement

1. Board delegation of signing authority

Under the *Brock University Act*, the Board has authority over the government, conduct, management, and control of the University and of its property, revenues, expenditures, business, and affairs. Pursuant to this power, Section 2.2.2 of the Board's Bylaw #1 provides that the Board may appoint any person or persons on behalf of the University to execute contracts. This Policy sets out the Board's appointment of signing officers and requirements with respect to contract signing. No Contract may be signed on behalf of the University or in the University's name unless authorized by and in compliance with this Policy.

2. Appointment of Signing Officers

The following offices and positions are appointed as Signing Officers and have authority to sign Contracts on behalf of the University, subject to compliance with the requirements of this Policy:

- a. Chair, Board of Trustees
- b. Vice-Chair, Board of Trustees
- c. Chancellor
- d. President & Vice-Chancellor
- e. Vice President, Academic & Provost
- f. Vice President, Administration and Services
- g. Vice President, Research
- h. Vice-President, External

3. Further delegation of signing authority

The President may delegate the signing authority granted to the President and Vice-Presidents in section 2 to other University employees through procedures issued by the President under this Policy which shall set out the nature and scope of such delegation.

4. Temporary delegations

When a Signing Authority is absent for any reason, the Signing Authority may appoint an acting Signing Authority to exercise their signing authority during their absence,

provided the appointment is in writing and indicates the period during which it is effective. When a Signing Authority is absent and has not designated an acting Signing Authority, or where a Signing Authority position is vacant, the appropriate Signing Officer in section 2 of this Policy may appoint an employee to act in the position of Signing Authority during the absence or position vacancy.

5. Board reserved rights

The Board reserves the right to exercise its authority to designate specific Signing Authority(ies) to execute specific contracts. Any signing authority granted by this Policy will not apply where the authority to sign a Contract has been limited or specifically delegated in another Board by-law, resolution, or policy, In the event of a conflict between the terms of this Policy and a specific resolution of the Board, the resolution of the Board prevails.

6. Where specific Board approval required

A specific resolution of the Board approving contract signing is required for the following agreements:

- a. Contracts where the financial obligation of the University over the entire term of the Contract, including any renewals, is \$2 million or greater, or, in the case of Contracts related to the termination of employment or settlement of employment related litigation and grievances, \$1 million or greater.¹
- b. Revenue generating agreements where the revenue to be generated is \$2 million or greater per annum.
- c. Contracts with a term of 10 years or more (unless the Contract includes a right to terminate for convenience, does not involve the expenditure of University funds or restrict the University's ability to enter into future contracts or activities).
- d. Contracts for the sale or purchase of land.

¹ For the purposes of calculating the value of Contracts related to the termination of employment or settlement of employment related litigation and grievances, the value shall include all amounts paid to the other party and the value of all benefits to be received by the party, including any amounts payable as damages or for legal fees, and the value of any benefits including pension.

- e. Contracts of employment for the positions of President and Vice-Chancellor and Vice-Presidents, which are approved in accordance with the Human Resources Committee Charter.
- f. Collective agreements, which are ratified by the Board of Trustees in accordance with the Human Resources Committee and Executive Committee Charters.
- g. Credit and financing facilities such as debentures, mortgages, loans, and lines of credit.
- h. Contracts which create a security of interest in any of the University's assets
- i. Contracts which provide a guarantee in respect of the obligations of a third party
- j. Contracts for the purchase of a business (involving a share purchase), entering into any joint ventures, partnerships, or other business entity combinations.
- k. Contracts which divest any portion of a business, whether through the disposition of shares or tangible or intangible assets (other than the ordinary course of disposition of fixed assets no longer in use).
- l. Contracts related to the incorporation, amalgamation, dissolution, or liquidation of any subsidiary of the University.
- m. Any Contract which in the opinion of the President is of extraordinary significance to the University (on the basis of exceptionally high risks, including liability, reputational, or operational risks, or probable public scrutiny), in which case the President shall bring the Contract or cause such Contract to be brought to the Board of Trustees prior to its signature to seek the Board's direction.

7. Signing of Board approved contracts

Any Contract approved by the Board pursuant to section 6 above may be signed by the Signing Authority designated in the Board resolution, or where, not listed, a Signing Officer(s).

8. Contract signing requirements:

A Contract may only be signed if it satisfies the following requirements:

- a. Compliance with laws: Contracts must comply with all applicable laws, including the *Brock University Act*.

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- b. Compliance with policies and collective agreements: Contracts must comply with all applicable University policies and, where applicable, all collective agreements to which the University is party.
 - c. Scope of authority: Contracts must be within the specific area of responsibility of the Signing Authority.
 - d. Ability to meet obligations: Before signing a Contract, the Signing Authority(ies) must be satisfied that the University is able to meet its obligations (including financial obligations) under the contract and that the other party(ies) is/are also reasonably likely to meet their obligations.
 - e. Conflict of interest: A Signing Authority shall not sign or otherwise approve a document if there is a conflict of interest as defined in the Conflict of Interest Policy. Conflicts of Interest shall be dealt with in accordance with COI policy.
 - f. Contracting entity: Contracts must be entered into in the legal name of Brock University.
 - g. Legal review: Contracts must undergo legal review prior to signing if required under the Legal Review of Contracts Procedures.
 - h. Contract Administrator: Each Contract will have at least one designated Contract Administrator designated by the Signing Authority. Where a Contract Administrator is not assigned, the Signing Authority becomes the Contract Administrator for the purposes of this Policy.
 - i. Number of signatories Unless otherwise required by law or regulation or this Policy, all Contracts must be signed by two Signing Authorities unless (a) the Contract does not involve the expenditure of University funds; (b) the Contract does not restrict the University's ability to enter into future contracts or activities; or (c) the University has the right to terminate the Contract for convenience; in which case the Contract may be executed by the signature of one Signing Authority. Where the Contract does not accommodate two signatories, the Contract Administrator shall ensure that evidence of approval from the second Signing Authority is retained, either in writing or through approvals recorded through an electronic system.
 - j. Written form: Contracts must be in writing.

- k. Retention: Following signing, all Contracts shall be retained for at least 7 years following the expiry or termination of the Contract or on an ongoing basis for Contracts without an end date and stored securely in accordance with any requirements of the Contract Signing Procedures.
- l. Application of University seal: The seal of the University must not be applied to a Contract unless the Contract is executed by the signature of two Signing Officers, one of whom is the President & Vice-Chancellor.

9. Authority to sign related documents

Where this Policy or a Board bylaw, resolution, or other Policy authorizes the signing of a Contract, the Signing Officers are authorized to sign all documents required by the terms of the Contract that are necessary to perform the Contract or carry out the University's obligations under the Contract.

10. Procedures

The President may issue Procedures related to the signing of Contracts and all Contract signing must follow such procedures.

Definitions

“Board” means the Brock University Board of Trustees.

“Contract” means any agreement or document that creates obligations on behalf of the University including, but not limited to, any contract (including any renewal, extension or amendment of an existing agreement), subcontract, letter of intent, memorandum of understanding, memorandum of agreement, legal action, memorandum of settlement, minutes of settlement, academic agreement, employment contract, gift agreement, lease, license, deed, transfer, instrument, assignment, obligation, certificate, end user license agreement, data transfer agreement, or other legally binding document.

“Contract Administrator” means an employee designated by the Signing Authority for reviewing a Contract to confirm the Contract complies with the requirements of this Policy and any other contract signing requirements set out in procedures issued by the President under this Policy.

“Sign” means any act through which an individual binds the University into a contract and includes (a) affixing a signature to an original paper document or affixing an electronic signature; (b) “click to accept”; or (c) any other method of acceptance of an electronic document permitted under the applicable law.

“Signing Authority” means the individual(s) with direct or delegated authority to sign a Contract in accordance with this Policy and any Procedures under this Policy, including a Signing Officer and the positions designated with signing authority in the Procedures under this Policy.

“Signing Officer” means an employee of the University or officer of the Board appointed under section 2 of this Policy.

Policy Compliance

The General Counsel and Associate Vice-President, Legal, Compliance, & Privacy is responsible for overseeing the implementation, administration, and interpretation of this Policy. Compliance with this Policy will be achieved through employee training and periodic contract reviews. Members of senior administration are responsible for ensuring employees within their units involved in contract approval and signing processes are aware of and comply with this Policy. Any questions regarding the appropriate signing authority or the requirements of this Policy should be referred to the General Counsel and Associate Vice-President, Legal, Compliance, & Privacy who has the authority to determine the appropriate signatories and review for the contract.

Review Period: 5 years;

Next Review Period: 2030-2031;

Related Policies and Policy Instruments:

Contract Signing Procedures; Legal Review of Contracts Procedure;

Required Consultations: Financial Planning and Investment Committee;

Recommended Consultations: President and Vice-Presidents,

The University Secretariat manages the development of policies through an impartial, fair governance process, and in accordance with the Policy Management Policy & Procedures. Please contact the University Secretariat for additional information on University policies and policy related instruments and/or if you require this information in another format:

Open: Monday through Friday from 8:30 a.m. to 4:30 p.m.;

Email: universitysecretary@brocku.ca