



## DELEGATION OF AUTHORITY POLICY

### PURPOSE

The University is governed under the provisions of The Brock University Act (the "Act"), its by-laws (the "By-Laws") and its Board of Trustees (the "Board").

The Act (sec. 11) provides that except as otherwise specifically assigned to the Senate, the government, conduct, management and control of the University's property and the conduct of its business and affairs is vested in the Board. Article 3 of the By-Laws of the University gives the Board the power, from time to time, to delegate to other persons the authority to act on behalf of the University and to enter into and execute certain contracts, agreements or authorizations. This Policy, as of the date of its approval by the Board as above set out, represents the authority delegated by the Board to the authorized persons. No one should assume any authorization except -as herein specifically provided.

This Policy establishes the authority of officers and employees to authorize and execute transactions and otherwise bind the University. It is designed to ensure an appropriate level of control and accountability.

This Policy acknowledges that it is the role of the officers and employees of the University to implement the Board's decisions. The efficient management of the University and the need to respond to various issues in a timely fashion makes it appropriate for the Board to delegate certain administrative powers and duties to officers and employees of the University.

The Board has ultimate authority in all matters at all times. 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.

### SCOPE

This Policy applies to all employees of the University.

The authority to sign or authorize a Document granted under this Policy is subject to that Document being:

- a) in compliance with all laws and regulations of the Government of Canada and Province of Ontario or other legal jurisdictions the University operates, including the *Brock University Act*;
- b) relating to the employee's specific area of responsibility; and
- c) in compliance with the University's other applicable policies and, where applicable, collective agreements to which the University is party.

If any provision of the Policy is found to be inconsistent with the provisions of a collective agreement, the collective agreement will prevail, unless the Policy provision is required by law, in which case the Policy will prevail.

The provisions of this Policy apply only to the extent that such provisions (or any one of them) are not prohibited by law including directives received from the Province of Ontario. If any provision in this Policy is held to be invalid, void or unenforceable by a court, arbitrator or government agency of competent jurisdiction, then the remainder of the Policy, as the case may be, shall not be affected, impaired or invalidated, and all provisions not invalidated, voided or rendered unenforceable shall be valid and enforceable.

## POLICY STATEMENT

### Appointment of Signing Officers

1. Subject to the requirements of this Policy and any statute regarding the execution of any particular kind of Document, that is not a Routine Document, an employee or officer of the University, who at the time of execution of any Document holds any of the following offices or positions, is a Signing Officer of the University and has the authority to execute the Document on its behalf:
  - a) the Chair, Board of Trustees
  - b) the Vice-Chair, Board of Trustees
  - c) Chancellor
  - d) President
  - e) Vice President, Academic & Provost
  - f) Vice President, Administration
  - g) Vice President, Research

## Execution of Routine Documents

2. In addition to the Signing Officers designated in section 2, a Routine Document may be executed by an employee or officer of the University who at the time of execution of the particular Document holds any one of the designated offices or positions for that Routine Document set out in Schedule "A", or by an employee or officer who holds an office or position directly above the delegated Signing Officer in the organizational chart (provided that employee or officer is not also a required signatory in Schedule "A"). Employees of officers who are not designated in section 2, but who are authorized to sign certain Routine Documents, shall be considered to be Signing Officers only for the limited purposes of those Routine Documents set out in Schedule "A" that they are authorized to sign, and provided that all other provisions of this Policy are complied with.
3. Any Document which is outside the Ordinary Course of Business must be approved by the Signing Officers set out in Section 2 of this Policy.

## Appointment of Temporary Signing Officers or Designates

4. a) When any Signing Officer or employee designated under section 2 and 3 is absent for any reason, including vacation, the Signing Officer or employee may appoint an acting Signing Officer or employee, to exercise the authority of the Signing Officer or employee, indicating the period during which it is effective (beginning and end date) and reason for the temporary absence. Appointments shall be created using the delegations function in Workday.
- b) When any Signing Officer or employee designated under section 2 and 3 is absent due to vacancy, any Signing Officer of the University in section 2, may appoint a person to act in the position of such Signing Officer or employee during the position vacancy. Appointments shall be created using the delegations function in Workday.
- c) Any signing authority to execute Documents not specifically provided for in this Policy or another

University policy shall remain vested in the Board and shall require the Board's express authorization.

### **Authority for Execution**

5. Subject to any statutory requirements to the contrary, Signing Officers or employees shall not make any Commitment or execute any Document unless its execution is authorized by the Board. In addition the Commitment and executed Document must be no more than 5 years in length unless: (a) authorized by the Board; (b) the University has a contractual right to terminate the Commitment or executed Document exercisable within the first five years of the Document's term; or (c) the Commitment or Executed Document does not involve the expenditure of University funds or restrict the University's ability to enter into future contracts or activities.

The following specified activities require explicit authorization by the Board:

- a) Approval of the Annual University Budget
- b) Approval of a University policy
- c) Contracts of employment for the positions of President and Vice Presidents
- d) Collective agreements and related amendments
- e) Sale or purchase of land
- f) Credit and financing facilities such as debentures, mortgages, loans and lines of credit
- g) Creating a security of interest in any of the University's assets
- h) Guaranteeing of obligations of any third party
- i) Purchasing a business (involving a share purchase), entering into any joint ventures, partnerships or other business combinations
- j) Divesting any portion of any 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)
- k) The incorporation, amalgamation, dissolution or liquidation of any subsidiary of the University.

## **Manner of Execution**

6. The following rules shall apply to the execution of Documents:
  - a) Unless otherwise required by law or regulation or this Policy, a Document that is not a Routine Document and that is not listed as requiring Board approval in section 5 of this Policy, shall be executed by the signatures of two Signing Officers. A Document that is not a Routine Document which does not involve the expenditure of University funds or restrict the University's ability to enter into future contracts or activities and that may be cancelled at any time may be executed by the signature of one Signing Officer.
  - b) The seal of the University shall not be applied to a Document upon execution unless it is executed by the signature of two Signing Officers, one of whom shall be the President.

## **Additional Authority to Execute Documents**

7. The authority to execute Documents shall include the following:
  - a) where this Policy authorizes the acceptance or execution of a contract or the making of an offer that upon acceptance becomes a contract, in addition to the execution of such acceptance, contract or offer, the Signing Officers are hereby authorized to execute all Documents required by the terms of the contract that are necessary to perform the contract or carry out the University's obligations under it and any such policy shall be deemed to include such authority;
  - b) where a Board Motion authorizes the commencement of a legal action or the defense to an action or the making of any application, or the commencement of any work, undertaking or project which requires any approval, the Signing Officers are hereby authorized to instruct General Counsel or to execute all application Documents and supporting Documents necessary for the making of the application or to apply for the required approval and

any such Board Motion shall be deemed to include such authority;

- c) where a Board Motion authorizes the settlement of any legal action or other proceeding involving a claim made by or against the University, the Signing Officers are hereby authorized to execute such receipts, releases, indemnities, acknowledgments or similar Documents necessary to effect the settlement provided that they have been approved by the Vice President, Administration, or designate and any such Board Motion shall be deemed to include such authority; and
- d) where a Document on its face is subject to or is conditional upon approval, adoption or ratification by the Board of Trustees, the Signing Officers may execute the Document before the Document is so approved, adopted or ratified, provided that the Document and its execution shall not be legally binding on the University until the Board Motion approving, adopting or ratifying the Document is enacted.

#### **Executive Committee Approval**

- 8. When there is no regular meeting of the Board of Trustees scheduled the Signing Officers designated under section 2 are hereby authorized to receive approval from the Executive Committee to execute such Documents as they deem to be reasonably required to carry on the business of the University.

#### **Administration**

- 9. All Documents to be executed shall be prepared in a sufficient number of identical originals to permit at least two executed originals to be retained by the University, unless the Document is executed or provided in an electronic format in which case the executed version must be securely stored and retained by the University. Documents executed or shared electronically shall state explicitly that electronic signatures are permitted under the terms of that Document. Where a print format Document is executed in counterparts, at least two originals with the signature of the party or parties that is/are not the University shall be retained.

## Additional Approval for Non-Routine Documents and Documents Requiring Financial Securities

### 10. All Documents:

- a) to be executed by the Signing Officers designated in section 2; or
- b) which require financial securities;

shall be forwarded to the Vice President, Administration, or designate, and General Counsel for approval prior to execution, along with the Documents authorizing execution, including the Committee/Board of Trustees Report and Board of Trustees minutes approving the report. The Vice-President, Administration may waive this requirement in advance of signing, either for an individual Document, or for a defined category of Document, provided that all other signing requirements under this Policy are met. For a Document that is not a Routine Document and which does not involve the expenditure of University funds or restrict the University's ability to enter into future contracts or activities and that may be cancelled at any time shall be forwarded to any one of the Signing Officers in section 2 and General Counsel for approval.

### Retention of Documents

11. Following execution, all Documents shall be stored securely and for at least 7 years following the expiry or termination of the Document, or on a permanent basis for Documents without an end date.

The Unit with the primary oversight for the Document shall be responsible for storage and retention of the executed Document and shall distribute a copy of the executed document to the General Counsel.

## DEFINITIONS

- (a) In this Policy,

**“Administrative Powers”** means all actions which may be taken by the Board and Committees, individual members of the Board, and all Brock officers and employees, which are necessary or appropriate for the effective management of the University in the performance of its responsibilities, including the procurement and disposal of goods, services and property for the purposes of the University;

**“Board”** means the Board of Trustees of the University;

**“Board Motion”** means a resolution passed by majority of votes of the Board of Trustees confirming a resolution of a Committee to the Board of Trustees authorizing the execution of a Document;

**“Committee”** means the appropriate committee of the Board of Trustees;

**“Commitment”** means any verbal commitment, written or oral, or undertaking which could have the effect, if implemented or acted upon, of legally binding the University;

**“Document”** or **“Documents”** means any written instrument whether on paper or in electronic form including, any contract, agreement, deed, purchase order, memorandum, letter of intent, application, release, waiver or acknowledgement which, when executed, will have or is intended to have the effect of causing the University to be bound in a legally enforceable relationship with any other person but shall not include:

- (i) any cheques, bank drafts, orders for payment of money, promissory notes, acceptances, bills of exchange, debentures and any similar instruments; and
- (ii) correspondence, whether by letter or in electronic form, intended to convey information or clarify a position on a matter, but not intended to create a contract or agreement or Commitment between the University and any other person, whether or not a legally enforceable right or remedy is created thereby;

**“Execute”** means to complete the formalities intended to give effect to a Document and may include any one or more of the following formalities as may be required in the circumstances:

- (i) signing the Document;
- (ii) causing the seal of the University to be affixed to the Document; and
- (iii) causing delivery of the Document to be made to the other parties thereto.

**“Including”** and **“includes”** when used herein means “including without limitation” and “includes without limitation”;



**“Institution”** means a University or other post-secondary educational entity other than Brock University;

**“Land”** means real property, real estate, or immovable property or any interest therein and includes any subset of land that has been legally defined and the improvements to it made by human efforts including but not limited to buildings, machinery, and roads;

**“Ordinary course of business”** means actions that occur routinely and are frequently and consistent with the University’s strategic plan. Factors that might indicate that the current or proposed transaction is not occurring in the ordinary course include, but are not limited to:

- (i) the University has not undertaken the same or similar transaction in the past;
- (ii) the current or proposed transaction is undertaken in a jurisdiction in which the University has not previously carried on its business;
- (iii) the size of the transaction is not consistent with those of similar transactions undertaken before; and
- (iv) the risks associated with the transaction differ materially from other similar transactions. **“Policy”** means this policy dealing with the Delegation of Authority;

**“Routine Document”** means a Document that falls within a category listed in Schedule “A” to this Policy; and

**“University”** means Brock University.

- (b) Any reference to a statute is to such statute and to the regulations made pursuant to it, as such statute and regulations may at any time be amended or modified and in effect, and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.
- (c) Schedule “A” - **“Routine Documents”** attached hereto forms part of this Policy.

**CONFLICT OF INTEREST**

A Signing Officer or employee shall not Execute 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 under the Conflict of Interest Policy.

**COMPLIANCE  
AND REPORTING**

The Senior Administrative Council Member who oversees each unit is responsible for maintaining compliance with the Policy within that unit.

Signing Officers and those with positions set out in Schedule "A" have a duty to report clear violations of the Policy to their supervisor or to the Vice President Finance & Administration. Signing Officers and those with positions set out in Schedule "A" are also reminded that, to the extent that, in their view, such violations constitute illegal or unethical behavior, they should also report the matter to Internal Audit.

Policy owner:	Vice-President, Administration
Authorized by:	Board of Trustees, Financial Planning and Investment Committee
Accepted by:	Senior Administrative Council
Effective date:	January 1, 2014
Next review:	June 2021
Revision history:	June 2004 (Previous Signing Authority Policy) June 2013 July 2016 March 2017 July 2018
Related documents:	All Board-approved policies  The University currently has a specific policy dealing with authorization for the purchase of goods and services (Procurement Policy). That policy and any replacement thereof specifically dealing with purchase of goods and services shall continue to apply for its intended purpose. Should any ambiguity arise as to the authorizations which are applicable under the Procurement Policy or are inconsistent with the authorizations given under that Policy, any such inconsistencies shall be referred to the Vice President, Administration for resolution and direction.

Schedule "A"  
Delegation of Authority Policy - Routine Documents

In addition to the signing officers designated under section 2 of this policy, the documents listed in this chart may also be executed by the officers or employees of the University holding the office or position shown in the chart.

Activity	Position																		
	President	Vice-President, Academic & Provost	Vice-President, Administration	Vice-President, Research	Associate Vice-President, Finance	Associate Vice-President, Human Resources	Associate Vice-President, Enrolment	Associate Vice-President, Research	Association Vice-President, Information Technology	Dean or Head Librarian, AVP (as Departmental Unit Head)	Associate Vice-President, Facilities Management	Associate Director, Accounting & Financial Reporting	Director, Financial Planning	Executive Director, Development & Alumni Relations	Manager, Student Financial Services and Accounts Receivable	Director, Faculty of Graduate Studies	Department, Supervisor or Manager	Other	
<b>KEY:</b> 1 = must sign 2 = one of those indicated with "2" must sign 3 = one of those indicated with "3" must sign 4 = Signature required per the collective agreement between Brock University and Brock University Faculty Association																			
<b>Properties</b>																			
1	Any of the following documents in subsections 1.1 and 1.2 inclusive provided that the total consideration to be paid or a reasonable estimate of the value of the obligations to be incurred by the University, excluding applicable taxes, legal fees and fees of an administrative nature, does not exceed \$100,000, or where a leasehold or land use license is involved, \$100,000 per annum.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.1	Agreements and other documents permitting the University or its contractors or agents to enter upon land for any of the purposes of the University, or agreements and other documents permitting others or their contractors or agents to enter upon lands of the University.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.2	Agreements to lease or license, and leases or licenses of premises required for University purposes; and, agreements to lease or license and leases or licenses of University lands.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Consents and Waivers of Notice relating to an application for registration under the Land Titles Act.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Real estate documents for registration under the Land Registration Reform Act.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Requests for Reconsideration pursuant to the Assessment Act, and settlement of such requests pertaining to University lands and premises, including on behalf of a tenant or tenants, and related minutes of settlement and any documentation.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Assessment appeals pursuant to the Assessment Act, and settlement of such appeals pertaining to University lands and premises initiated by the University, including on behalf of a tenant or tenants and consent to third party appeals relating to assessment of Regional lands and premises, and related minutes of settlement and other documentation.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Finance</b>																			
6	Agreements required for the delivery of banking services to the University, including agreements for purchasing cards and related electronic services but excluding credit and financing facilities such as debentures, mortgages, loans and lines of credit.	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	The payment of payroll related deductions and remittances to government agencies and unions affiliated with the University.	-	-	-	-	3	2	-	-	-	-	3	-	-	-	-	-	-	2 - Manager of Payroll
8	The payment of investment management fees other than pension plan investment management fees.	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-
9	Transfer of funds between university bank and investment accounts to fulfill financial obligations, including sinking fund, endowment and pension accounts (when the Brock University Pension Plan text permits). Transfers related to operating investments require one signature only when instructing the receiving investment broker; however, transfers are subject to suitable internal controls with a dual review process prior to executing the transfer.	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-
The write off of an amount owing to the University and refunds disbursed from the University that:																			
10	i. does not exceed \$1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1 - Accounts Receivable Representative; 1 - Accounts Receivable Supervisor
	i. is between \$1,501 and \$20,000	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	-	1 - Accounts Receivable Supervisor
	ii. is between \$20,001 and \$100,000	-	-	1	-	1	-	-	-	-	-	1	-	-	-	-	-	-	1 - Accounts Receivable Supervisor
11	Procedures related to the handling of cash and cash equivalents including petty cash, and procedures related to receipt of electronic payments.	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-
<b>Human Resources</b>																			
12	Contracts of employment (whether by letter or other formal document) that are of a limited duration not to exceed 12 consecutive months.	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	1	2 - HR Specialist





	Activity	Position																	
		President	Vice-President, Academic & Provost	Vice-President, Administration	Vice-President, Research	Associate Vice-President, Finance	Associate Vice-President, Human Resources	Associate Vice-President, Enrolment	Associate Vice-President, Research	Association Vice-President, Information Technology	Dean or Head Librarian, AVP (as Departmental Unit Head)	Associate Vice-President Facilities Management	Associate Director, Accounting & Financial Reporting	Director, Financial Planning	Executive Director, Development & Alumni Relations	Manager, Student Financial Services and Accounts Receivable	Director, Faculty of Graduate Studies	Department, Supervisor or Manager	Other
	<b>KEY:</b> 1 = must sign 2 = one of those indicated with "2" must sign 3 = one of those indicated with "3" must sign 4 = Signature required per the collective agreement between Brock University and Brock University Faculty Association																		
36	Data license agreements for the provision of spatial data of the University to others.	-	-	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-
37	Software license, maintenance and support agreements for software acquired in accordance with the Purchasing By-law.	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-
38	Agreements with any government or agency related to benchmarking initiatives.	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
39	Agreements to permit the use of the intellectual property of the University excepting intellectual property developed or created in the course of a research project, and further excepting intellectual property in research commercialization agreements.	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40	Applications, submissions, declarations, representations and agreements imposed or required in satisfaction of any regulatory requirement and/or application to any government body or agency.	2	2	2	2	-	-	-	-	-	1 - individual responsible for the program	-	-	-	-	-	-	-	-
41	Revenue generating agreements and agreements where the University is providing services to others for a charge (other than those covered in #31 above), provided that the revenue being generated or charged by the University does not exceed \$2,000,000 per annum.	2	2	1	2	-	-	-	-	-	2 - individual responsible for the agreement	-	-	-	-	-	-	-	-
42	Reallocations between, the introduction of new or additions to individual capital project budgets up to \$500,000 provided funding has been identified. When funding is reallocated from another capital project, the other capital project cannot be put at risk due to the reduced funding.	-	-	1	-	1	-	-	-	2	-	2	-	-	-	-	-	-	-