

Policy on Signing Authorizations

Administrative Authority:	Vice-President, Finance & Administration
Approval Authority:	Board of Governors
Approval Date:	June 20, 2025
Next Review:	June 2026
Review History:	February 2012; February 2014; June 2017; June 2025

1. Purpose

1.1. Laurentian University of Sudbury (the “University”) is committed to ensuring that authority is delegated to the proper individuals for purposes of committing the University through contracts, issuing of payments and receipts.

1.2. The purpose of the Policy on Signing Authorizations (the “Policy”) is to:

1.2.1. To promote the efficient operation of the University and establish sound internal controls where only individuals with properly delegated signature authority are able to commit the University to binding obligations and execute contracts and receipts on behalf of the University.

1.2.2. Identify the approval authority and the approval thresholds for all funds, including operating, capital, ancillary and research funds; and

1.2.3. Designate who has the authority to negotiate, approve, execute contracts, agreements and other legal documents that bind the University, as well as who may issue payments and receipts on behalf of the University. This Policy further intends to specify the circumstances where this authority may be utilized.

1.3. Compliance with the Policy will assist in safeguarding University resources through the application of consistent management practices and controls in the contracting process and the issuance of payments and receipts.

2. Scope

2.1. The following contracts and other transactions entered into on behalf of the University which include, without limitation:

2.1.1. Banking including Credit Facility Agreements and Payment of Money;

2.1.2. Capital Debt including Loan Guarantees;

2.1.3. Contracts including Construction Contracts;

- 2.1.4. Gift Agreements and the issuance of Charitable Donation Receipts;
 - 2.1.5. Human Resource Contracts including Employment contracts;
 - 2.1.6. Insurance;
 - 2.1.7. Investments;
 - 2.1.8. Legal Settlements and Agreements;
 - 2.1.9. Pension Plan;
 - 2.1.10. Student Placements;
 - 2.1.11. Research contracts;
 - 2.1.12. Revenue contracts including Transfer Payment Agreements;
- 2.2. All employees who seek to approve or execute a contract outlined in section 2.1 and as detailed in the [Signing Authority Register](#) must comply with the requirements of this Policy.
- 2.3. Contract renewals, amendments or modifications to existing contracts are also covered by this Policy.
- 2.4. This Policy identifies the position titles and their authority to sign legal documents on behalf of the University.
- 2.5. Authorized Signatories are authorized to approve, execute, acknowledge and deliver, in the name and on behalf of the University, any and all contracts within the scope of their authority that they determine to be necessary or appropriate to carry out the transactions authorized thereby.
- 2.6. Independent contractors and consultants do not have the authority to bind the University.
- 2.7. For this Policy, the University workplace and learning environment includes all places where University business, teaching and learning occurs.

3. Requirements

- 3.1. Individuals with delegated signing authority shall not sub-delegate these authorities to others.
- 3.2. Ensuring the signatures (written or electronic) of individuals with delegated authorities can be authenticated.
- 3.3. Signing or fixing someone else's name is strictly prohibited (except in special circumstances where permission is granted in writing for an express purpose by the person whose name is being affixed).
- 3.4. All contracts must be in writing. Oral contracts are not authorized regardless of whether there is a monetary exchange.

4. Definitions/Principles

- 4.1. "Signing Authority known as an Authorized Signatory" is a person appointed by the board of governors with the legal power to bind the University to agreements.
- 4.2. "Banking and Payment of Money" shall mean the duties and responsibilities relative to all cheques, drafts, and orders for the payment of money on behalf of the University and the duties of the signing authorities as stated in bank forms in order for the University to establish its banking arrangements with its authorized bankers.
- 4.3. "CCDC" are standardized construction contracts developed by the Canadian Construction Documents Committee.
- 4.4. "Contracts" refer to any agreement, contract, subcontract, letter of intent, memorandum of understanding, memorandum of agreement, lease, license, donor agreement, deed, grant, certificate, instrument, assignment or any other document which creates an obligation or which may be binding upon the university in including but not limited to the general operations of the University, including all types of services such as consulting, recruiting (both employees and students), research, campus and ancillary operations.
- 4.5. "Employment Contracts" which includes collective agreements shall mean an agreement between the University and an employee or employee group which sets the terms that govern the working relationship, including rights, duties and obligations of both parties.
- 4.6. "Investments" shall mean short-term and long-term investments of funds. Short-term investments are funds in excess of those required for day-to-day operations in accordance with the University's Short-Term Cash Investment Policy.
- 4.7. "Lessor vs Lessee" for the purpose of this Policy Lessor will mean the University that owns property and grants the right to use it for a specified term in return for payment and Lessee means the University that obtains the right to use property for a specified period of time, in exchange for payment.
- 4.8. "Legal Settlements and Agreements" shall mean any Offer to Settle or Minutes of Settlement which finalizes a legal dispute, and any Retainer Agreement, Engagement Letter or Engagement Agreement for the provision of legal services by external legal counsel.
- 4.9. "LUFA" Laurentian University Faculty Association
- 4.10. "MOU" Memorandum of Understanding
- 4.11. "Pension Plan" refers to all administrative instructions to the Trustee, and contracts and agreements relating to the general operation of the University Pension Plan and to bind the University to the terms thereof. Administrative contracts and agreements include, but are not limited to, actuarial and financial consulting contracts and agreements.

- 4.12. “Personal Property” refers to anything owned that isn't real property (land and buildings). It includes movable items like furniture, vehicles, or intangible assets like intellectual property.
- 4.13. “Real Property” refers to land and everything that is considered to be permanently attached to it, including buildings, structures, and fixtures. It also includes rights and interests associated with owning land, like the right to use or exclude others.
- 4.14. “Research Contracts” shall mean agreements, contracts, subcontracts, letters of intent, memoranda of understanding, memorandum of agreement, and all other documents entered between the University and a granting agency or sponsor organization where any of the researcher's affiliation to the University and the University's identity, facilities, or students is to be invoked in the conduct of the research activity contemplated by the agreement.
- 4.15. “Senior Signing Groups under this policy includes:
- Chair of the Board of Governors
 - Vice-Chair of the Board of Governors
 - President & Vice-Chancellor
 - Vice-President Finance and Administration (VPFA)
 - Provost and Vice-President Academic (PVPA)
 - Vice-President Research
 - Associate Vice-President, Financial Services
- 4.16. “Student Placement Agreements” is an agreement between the University, its students and the placement employer, an independent organization, to provide practical work experience with clear expectations of rights and responsibilities with a placement site as a condition of an academic program in order to obtain a degree.
- 4.17. “Transfer Payment Agreements” are categorized as grants, contributions and other transfer payments. Transfer payments do not include investments, loans or loan guarantees.
- 4.18. The contract value thresholds referred to in this Policy are exclusive of applicable sales taxes.

5. Policy Statement

- 5.1. No person is authorized to sign a Contract on behalf of the University unless:

5.1.1 The transaction has been reviewed and approved in accordance with this Policy or other applicable Board of Governors by-law, resolution or policy; and

5.1.2 The individual has signing authority under this Policy or other applicable Board of Governors by-law, resolution or policy.

5.2. All persons who negotiate, approve or sign contracts on behalf of the University must comply with 5.5 “Negotiation Agreements” and 5.6 “Signing Agreements”.

5.3. It is the policy of the University that items listed under 5.4 be executed by individuals authorized to bind the University.

5.4. Delegation of Signing Authority

The Board establishes a [Signing Authority Register](#) (the “Register”) through which limited signing authority is delegated to those persons holding the positions listed in the Register for the circumstances specifically identified.

This policy outlines the following specific authorities:

- 5.4.1. Banking and Payment of moneys;
- 5.4.2. Capital Debt including Loan Guarantees;
- 5.4.3. Goods and Services Contracts including Construction Contracts;
- 5.4.4. Gift Agreements and the issuance of Charitable Donation Receipts;
- 5.4.5. Human Resource Contracts including Employment contracts;
- 5.4.6. Insurance;
- 5.4.7. Investments;
- 5.4.8. Legal Settlements and Agreements;
- 5.4.9. Pension Plan;
- 5.4.10. Student Placements;
- 5.4.11. Personal Property;
- 5.4.12. Real Property;
- 5.4.13. Revenue Contracts including Transfer Payment Agreements;
- and 5.4.14. Research Contracts;

5.4.1. **Banking**

5.4.1.1 Transactions and Payment of Money requires any two signatures as specified in the Register.

5.4.1.2 Banking Contracts and Credit Card Facility Arrangements requires any two signatures as specified in the Register, one of which is either the Vice-President Finance and Administration or Associate Vice-President of Financial Services Group.

5.4.2 **Capital Debt** refers to the Policy on Capital Debt, which provides the list of approved Authorities.

5.4.3. **Goods and Services Contract**

5.4.3.1 Contracts below \$50,000 require one signature as specified in the Register.

- 5.4.3.2 Contracts equal or greater than \$50,000 (including smaller contracts for the same purpose totaling more than \$50,000) but below \$1,000,000 requires any two signatures as specified in the Register including one from the Senior Signing Group or the Associate Vice-President Human Resources (within the purview of the role).
- 5.4.3.2 Contracts equal or greater than \$1,000,000 require any two signatures as specified in the Register including one from the Senior Signing Group. Board of Governors approval is required for all contracts equal or greater than \$1,000,000.
- 5.4.3.3 CCDC requires any two signatures as specified in the Register including one from the Senior Signing Group.
- 5.4.4. **Gift Agreements** require any two signatures as specified in the Register and one must be the President or Board Chair. Charitable Donation Tax receipts are signed by the Associate Vice-President of Financial Services and issued through the Advancement Office.
 - 5.4.4.1 Any gifts entailing, real property, potential material financial liability or placing unusual conditions on the University must be referred to the Board of Governors for approval.
 - 5.4.4.2 In all cases, one or more signatures may be added to a Gift Agreement (e.g., the Dean/Principal/University Librarian, President, Provost and Vice-President Academics, etc.) if important to the donor relationship.
 - 5.4.4.3 Gift Agreements related to Capital Projects may be enacted only for university approved projects unless otherwise authorized by the President.
 - 5.4.4.4 The process for Gift Agreements requires review of the Gift Agreement by University Counsel.
- 5.4.5. **Employment-Related Contracts, Memorandum of Agreements, and Settlements**
 - 5.4.5.1 Employment contracts at or below Director Level (excluding LUFA) require any one signature as specified in the Register.
 - 5.4.5.2 Employment contracts above Director Level but below Vice-President (excluding LUFA) require the signature of the Associate Vice-President for Human Resources & Organizational Development, or Hiring Manager when recommended by the Associate Vice-President for Human Resources & Organizational Development.
 - 5.4.5.3 Employment contracts for Vice-President positions are approved by the Board of Governors but can be signed by the President. The President employment contract is approved by the Board of Governors and signed by the Board Chair.
 - 5.4.5.4 Memorandum of Agreements and Settlements (excluding LUFA) below \$50,000 requires the signature of either the Associate Vice-President for Human Resources & Organizational Development or the Vice-President Finance and Administration.

- 5.4.5.5 Memorandum of Agreements and Settlements (excluding LUFA) equal or greater than \$50,000 requires two signatures as specified in the Register one of which is the Associate Vice-President for Human Resources & Organizational Development and the other Vice-President Finance and Administration or the President. Board of Governors approval is required for all MOU and Settlements equal or greater than \$1,000,000.
- 5.4.5.6 LUFA Employment contracts require the signature of either the Provost and Vice-President Academic, the President or the AVP, Faculty Support with the exception of Sessional contracts which can be signed by the Dean of Faculty or University Librarian within their respective areas.
- 5.4.5.7 LUFA Memorandum of Agreements and Settlements below \$50,000 requires one signature as specified in the Register.
- 5.4.5.8 LUFA Memorandum of Agreements and Settlements equal or greater than \$50,000 require any two signatures as specified in the Register one of which is the Provost and Vice-President Academic or the President. Board of Governors approval is required for all MOU and Settlements equal or greater than \$1,000,000.
- 5.4.5.9 Collective Agreements are signed by the Employer Bargaining Committee unless authorized alternate(s) approved by the Board of Governors.

5.4.6 Insurance

- 5.4.6.1 Insurance Policy with premium below \$50,000 requires any one signature as specified in the Register.
- 5.4.6.2 Insurance Policy with premium equal or greater than \$50,000 requires any two signatures as specified in the Register, one of which is either Vice-President Finance and Administration or President. Board of Governors approval is required for all insurance policies equal or greater than \$1,000,000.
- 5.4.6.3 Insurance Binders requires any one signature as specified in the Register.

5.4.7 Investments

- 5.4.7.1 Short-Term Investments requires any two signatures as specified in Register and in accordance with the *Policy on Short-Term Cash Investment*.
- 5.4.7.2 Long-Term Investments requires any two signatures as specified in Register and one signature must include the Vice-President Finance and Administration and in accordance with the *University's Statement of Investment Policy and Procedures*.
- 5.4.7.3 Long-Term Investments Arrangement or Service Contracts requires any two as specified below from the Senior Signing Group and one must include either the Vice-President Finance and Administration or the Associate Vice-President, Financial Services.

5.4.7.4 Long-Term Investment Transactions requires any two signatures as specified in the Register and in accordance with the *University's Statement of Investment Policy and Procedures*.

5.4.8 **Legal Settlements and Agreements**

5.4.8.1 Legal Settlements require any signature of the following within their respective areas of responsibilities: the President and Vice-Chancellor, Vice-President Finance and Administration, Provost and Vice-President Academic, Vice-President Research, or General Counsel. Board of Governors approval is required for all Settlements equal or greater than \$1,000,000.

5.4.8.2 Retainer Agreements, Engagement Letters, and Engagement Agreements pertaining to legal matters shall be signed by the General Counsel, or by the President and Vice-Chancellor in the case of an emergency pursuant to section 7.2 of the *Policy on Legal Services*.

5.4.9 **Pension Plan** requires any two signatures as specified in the Register including one from the Senior Signing Group.

5.4.10 **Student Placement Agreements** must be signed by the Dean of the applicable Faculty or the Provost and Vice-President Academic.

5.4.11 **Personal Property**

5.4.11.1 Acquisition including Lease of Personal Property (LU Lessee) follows the same approval authority and the approval thresholds as those listed in Section 5.4.3 for Goods and Services.

5.4.11.2 Disposition Personal Property of nominal value requires any one signature as specified in the Register within their respective areas and in accordance with *Surplus Goods Policy*.

5.4.11.3 Disposition Personal Property with a Fair Market Value above nominal value but below \$50,000 requires any two signatures as specified in the Register within their respective areas one of which is the Associate Vice-President Financial Services or the Director, Financial Services.

5.4.11.4 Disposition Personal Property with a Fair Market Value equal or greater than \$50,000 requires any two signatures as specified in the Register within their respective areas one of which is the Associate Vice-President Financial Services or the Director, Financial Services. Board of Governors approval is required for all Dispositions equal or greater than \$1,000,000.

5.4.12 **Real Estate Contracts**

5.4.12.1 Acquisition of Real Property requires any two signatures as specified in the Register, one of which is the Vice-President Finance and Administration or the Associate Vice-President Financial Services. Acquisition of Real Property must first be approved by the Board of Governors.

5.4.12.2 Disposition of Real Property requires any two signatures as specified in the Register one of which is the Vice-President Finance and Administration or the Associate Vice-President for Financial Services. Acquisition of Real Property must first be approved by the Board of Governors.

5.4.12.3 Lease Agreement (LU Lessee) is for less than 3 years or annual value of lease is below \$50,000 requires any two signatures as specified in the Register within their respective areas one of which is the Vice-President Finance and Administration or the Associate Vice-President Financial Services.

5.4.12.4 Lease Agreement (LU Lessee) is for more than 3 years or annual value of lease is equal or greater than \$50,000 requires any two signatures as specified in the Register within their respective areas, one of which is the Vice-President Finance and Administration or the Associate Vice-President Financial Services. Any lease with a commitment greater than \$500,000 per year must be approved by the Board of Governors prior to signing.

5.4.13 Revenue Contracts Excluding Research

5.4.13.1 Transfer Payments and Service Agreements below \$50,000 requires any one signature from the Senior Signing Group.

5.4.13.2 Transfer Payments and Service Agreements equal or greater than \$50,000 but below \$1,000,000 require two signatures. One must be from the Senior Signing Group and the other can include University Secretary, or University General Counsel.

5.4.13.3 Transfer Payments and Service Agreements above \$1,000,000 requires two signatures. Both must be from the Senior Signing Group, one of which is the President. A report will be provided annually to the Board of Governors on all contracts signed above \$1,000,000.

5.4.13.4 Lease Agreement Facilities (LU Lessor) 1 to 3 years or annual value of lease is below \$50,000 requires any two signatures as specified in the Register within their respective areas one of which is the Vice-President Finance and Administration or the Associate Vice-President Financial Services.

5.4.13.5 Lease Agreement Facilities (LU Lessor) more than 3 years or annual value of lease is equal or greater than \$50,000, requires any two signatures as specified in the Register within their respective areas, one of which is the Vice-President Finance and Administration or the Associate Vice-President for Financial Service.

5.4.13.6 Agreements relating to long-term use of university land including easements, leases and licenses require any two signatures as specified in the Register within their respective areas one of which is the Vice-President Finance and Administration or the Associate Vice-President Financial Service.

5.4.13.7 Facility Use Agreements any one signature as specified in the Register.

5.4.14 Research Agreements and Contracts

- 5.4.14.1 Research Contracts and MOUs greater than \$0 below \$50,000 require one signature as specified in the Register which is either the Vice-President, Research or Director of Research and Innovation.
- 5.4.14.2 Research Contracts and MOUs equal or greater than \$50,000 but below \$250,000 require two signatures as specified in the Register one of which is either the Vice-President, Research or Director of Research and Innovation.
- 5.4.14.3 Research Contracts and MOUs greater than \$250,000 require two signatures as specified in the Register one of which is either the Vice-President, Research. Research contracts and MOUs that commit over \$1,000,000 in university operating funds or in-kind contribution over the contract term require approval by the Board of Governors.
- 5.4.14.4 A report will be provided annually to the Board of Governors on all active research contracts with a total sponsored research revenue value of over \$1,000,000.
- 5.4.14.5 Non-Disclosure agreements and contracts without any value any one as specified in the Register.

5.5. Negotiating Agreements

Employees who undertake agreement negotiations on behalf of the University have the responsibility to:

- 5.5.1. Be aware of relevant University policies and any required authorizations or approvals before negotiations commence, including but not limited to the relevant conflict of interest policies;
- 5.5.2. Ensure the negotiations process includes appropriate consultation regarding the University's internal requirements including other units which may be significantly impacted, applicable legislative and regulatory requirements and required insurance coverage;
- 5.5.3. Determine whether there are financial matters that should be reviewed by Financial Services;
- 5.5.4. Carry out due diligence regarding other contractual party (i.e., verify the legal entity, financial viability);
- 5.5.5. Determine whether legal support or advice is required pursuant to Section 6 of the *Policy on Legal Services*, and obtain such support as early as possible in the negotiation process; if in doubt, contact the University's Legal Counsel;
- 5.5.6. Ensure agreements are entered into in the name of the "Laurentian University of Sudbury". The name of the academic unit or school, may be added to the agreements in certain cases, but the contracting party must be identified as "Laurentian University of Sudbury";
- 5.5.7. Negotiate in the best interest of the University;
- 5.5.8. Advise the other contracting party that the agreement is not

considered final or binding until it has been signed in accordance with university policies.

5.6. Signing Agreements

- 5.6.1. Everyone authorized to sign agreements on behalf of the University must be satisfied that the terms set out under “Negotiating Agreements” have been considered and that all appropriate reviews and approvals have been obtained.
 - 5.6.2. All Contracts that require an in kind or cash contribution equal or greater than \$1,000,000 must be approved by the Board of Governors.
 - 5.6.3. Those with signing authority shall diligently bring to the attention of the administrator at the next highest level, those agreements within their respective areas that are considered of sufficient importance regardless of value, prior to their signature, namely agreements with an unusually high-risk factor, agreements that might bring the activities of the University under public scrutiny or agreements which might involve any controversial matter. In these circumstances, consultation with members of the Senior Signing Group and/or General Counsel may be appropriate.
- 5.7. Any personal information about an individual collected in respect of this Policy, is pursuant to An Act to incorporate Laurentian University of Sudbury and by-laws passed by the Board of Governors, and in accordance with the *Freedom of Information and Protection of Privacy Act* as well as the University’s Policy on Freedom of Information and Protection of Privacy. Such information will only be used for the purposes and functions outlined in this policy. If you have any questions about the collection, use and disclosure of this information, please contact the administrative authority responsible for this Policy.
- 5.8. Related legislation, policies, procedures, and other documents:
- 5.8.1. [An Act to incorporate Laurentian University of Sudbury](#)
 - 5.8.2. [General Bylaws of the Board of Governors](#)
 - 5.8.3. [Policy on Procurement](#), 2024
 - 5.8.4. [Policy on Short-Term Cash Investment](#), 2023
 - 5.8.5. [Policy on Legal Services](#), 2023
 - 5.8.6. [Policy on Gift Acceptance](#), 2024
 - 5.8.7. [Policy on Capital Debt](#), 2024
 - 5.8.8. [Statement of Investment Policy and Procedures for Endowment and other Long-Term Investments](#), 2022
 - 5.8.9. Enterprise Risk Management Framework
 - 5.8.10. [Broader Sector Accountability Act](#), 2010
 - 5.8.11. [Broader Public Sector Procurement Directive](#), 2024
 - 5.8.12. [Broader Public Sector Expenses Directive](#), 2024

- 5.9. Any question regarding the appropriate signatories for a contract should be referred to the University Secretary who has the authority to determine the appropriate signatories in consultation with the Office of the General Counsel as needed.
- 5.10. Compliance with this policy is a condition of employment. Failure or refusal of an employee to comply may result in disciplinary action and even termination of employment.