
Signing Authority

Policy Number:	2429
Owner:	VP FA
Current Approved Date:	May 25, 2023

POLICY STATEMENT

NBCC values leadership with integrity and demonstrates that by taking pride in its collective accountability. All Employees are expected to be accountable for their actions and must conduct themselves with regard to the exercise of signing authority in such a way as to instill public confidence and trust in the College.

PURPOSE

This policy outlines NBCC's commitment to accountability and provides guidance regarding the College's exploration and entrance into external contracts and agreements. More specifically this policy outlines:

- The scope and definitions related to this policy;
- General considerations, contractual considerations, administration, records and retention related to contracts at NBCC;
- The roles and responsibilities associated with contracts.

SCOPE AND LIMITATIONS

This policy applies to all NBCC Employees and Partners. Compliance with this policy is a condition of employment.

This policy applies to contracts between the College and one or more external parties.

This policy does not apply to contracts between different units within the College.

1.0 DEFINITIONS

Accountability – Responsibility and answerability to an NBCC manager or supervisor for the for achieving operational, policy and program objectives within the framework of the applicable legislation, regulations, and College policies and procedures to an agreed upon quality using College Resources.

College Resources – include Employees, students, Partners, facilities, equipment, funds, grants, gifts, services, information and Technology Resources for which NBCC has responsibility.

Contract - Any agreement which creates a legally binding obligation for College Resources, any other college asset, or which relates to the rights of the College over such ¹.

Employee – a person who is subject to an employment agreement with NBCC, meets the definition of Employee under the Public Service Labour Relations Act and any further description within NBCC collective agreements.

Officers – Persons designated by NBCC’s Board of Governors pursuant to section 35.1 of the General By-Laws for the purposes of signing contracts, documents and instruments in writing, and all contracts, documents, and instruments in writing so signed shall be binding upon the College without any further authorization or formality.

Partners – including but not limited to visiting scholars, volunteers, contractors, fee-for-service individuals, clients of NBCC, and any other persons while they are acting on behalf of or at the request of the College.

Technology Resources - Including but not limited to computing devices, communication devices, hardware, software, applications, storage and other network infrastructure authorized for use by College Employees.

2.0 IMPLEMENTATION

2.1 General

- 2.1.1 Pursuant to section 24.1 of NBCC’s General By-Laws, “The President shall be Chief Executive Officer of the College, and as such shall (24.1.2.) sign all instruments which require the President’s signature”.
- 2.1.2 Pursuant to section 35.1, “The Board of Governors shall have power from time to time by resolution to appoint any officer or officers on behalf of the College to sign contracts, documents and instruments in writing, and all contracts, documents and instruments in writing so signed shall be binding upon the College without any further authorization or formality.”
- 2.1.3 Pursuant to section 3, “The corporate seal shall not be used except under the signature of the officer or officers authorized to sign documents under the provision of these by-laws” (3.2) and “the corporate seal, when not in use, shall be kept at the Head Office of the College and in the custody of the President or designate” (3.3).

¹ Examples of contracts include but are not limited to: employment contracts; collective agreements; research contracts and agreements; agreements for the purchase or rental of goods or services; nondisclosure agreements; agreements that set terms for acceptance for gifts; a sale, lease, or donation of College goods or services; liability waivers/releases; licenses; student or faculty exchange agreements; memoranda/letters of understanding or cooperation; contracts with hotels, convention centers or other facilities or other types of agreements which require a written agreement; instructional agreements; assignment of the right of a person, group, or agency to use the College’s name, logo or resources; etc.

2.2 Delegation

2.2.1 Delegation to Officers as recommended by the President

By Resolution of NBCC's Board of Governors, Appendix A details positions recommended by the President to be designated as Officers to approve and sign contracts, subject to the dollar limits outlined in NBCC's Expense Authority (Policy 2430).

2.2.2 Delegation to other authorized persons as recommended by Officers

By resolution of NBCC's Board of Governors, Appendix B describes positions recommended by those Officers to approve and sign contracts subject to the dollar limits outlined in NBCC's Expense Authority (Policy 2430).

2.2.3 Contracts without direct financial implication or contracts for which financial implications are uncertain

Any contract for which no direct financial implication is evident, or for which there is uncertainty as to the correct application of the Expense Authority (Policy 2430), may still have a significant impact on College resources – whether financial or non-financial – and may only be approved by an Officer of the College.

2.3 Contractual Considerations

No person shall negotiate, approve and/or sign any terms of a contract invoking obligations by, or affecting the rights of the College unless:

- 2.3.1 They have delegated authority from the Board, President and CEO or an appropriate Officer, in writing and in advance, to do so.
- 2.3.2 The contract is in the best interests of the College and is consistent with the current vision, mission, values and strategic plans of the College.
- 2.3.3 The contract has been negotiated, reviewed, approved and signed in accordance with this policy as well as in accordance with any relevant legislative or regulatory requirements as well as the policies, collective agreements and other obligations of the College.
- 2.3.4 The contract, to the extent that it relates to or affects academic programming, has been reviewed from an academic perspective and is consistent with the College's qualification framework and NBCC's Academic Quality Assurance (Policy 1101). No contract shall negatively impact the competitiveness of NBCC academic programs in the marketplace.
- 2.3.5 The contract, to the extent that it relates to the acquisition of goods or services, has been procured in accordance with NBCC's purchasing and procurement policy(s) and/or procedure(s). Further, to the extent that a contract requires payment(s) from accounts of NBCC, it has been reviewed by NBCC's Team Finance regarding any potential compliance matters.
- 2.3.6 The contract has been reviewed from an integrated College Resources perspective and is operationally feasible, contributes to the financial sustainability of the College and compliant with NBCC's Budget Development Framework (Policy 2501).
- 2.3.7 The contract has been reviewed from an intellectual property rights perspective and is compliant with Intellectual Property (Policy 3304).

- 2.3.8 The contract has been reviewed from an enterprise risk management perspective and represents reasonable and acceptable risk for which those recommending approval of the contract shall develop a mitigation plan for any significant residual risk including but not limited to adequate indemnity, insurance and/or other appropriate protections.
- 2.3.9 The contract, to the extent that it includes or affects access to personal information, has been reviewed from a privacy perspective and is compliant with Privacy and Access to Information (Policy 4139).
- 2.3.10 The contract, to the extent that it includes atypical elements including but not limited to non-standard contracts of employment, governance by the laws of a jurisdiction other than New Brunswick, or exclusive jurisdiction of a court outside of New Brunswick, shall be reviewed from a legal perspective. Access to College general counsel may be requested through the President or Vice President Finance and Administration.
- 2.3.11 Appropriate consultation has occurred with administrative and/or academic units which have an interest in the contract. Where uncertainty exists, contact NBCC's Risk Manager and/or the Vice President Finance and Administration for more information.
- 2.3.12 Those recommending approval and signature to an Officer or other authorized persons shall present documentation of due diligence (including the elements described above) in the form of Partnerships and Agreements Due Diligence Checklist (1118.5156) and/or such other related documents as may be required.
- 2.3.13 Notwithstanding the normal application of Expense Authority (Policy 2430), contracts having an initial term and/or renewal period of five (5) years or more shall be reviewed and signed by the Officer responsible for implementation.

2.4 Administration, Records and Retention

- 2.4.1 The College's signatory to any contract shall be accountable for ensuring the College and other contracting parties meet their respective obligations under the contract.
- 2.4.2 The College's signatory to any contract shall retain the signed contract in the manner prescribed by Records and Information Management (Policy 5306).

2.5 Governance

- 2.5.1 The Vice President Finance and Administration shall annually coordinate with the President and CEO any review and/or approval of NBCC's "Delegation to Officers as recommended by the President" (Appendix A) and/or "Delegation to other authorized persons as recommended by Officers" (Appendix B) required in accordance with the Audit Committee and/or Board Terms of Reference.

3.0 Interpretation of Policy

Questions or concerns about the interpretation or application of this policy and/or related procedures may be directed to the Director of Finance.

4.0 RELATED DOCUMENTS

NBCC's Academic Quality Assurance (Policy 1101)

NBCC's Budget Development Framework (Policy 2501)

Intellectual Property (Policy 3304)

Privacy and Access to Information (Policy 4139)

Partnerships and Agreements Due Diligence Checklist (1118.5156)

Expense Authority (Policy 2430)

Records and Information Management (Policy 5306)

NBCC's General By-Laws (II.A.1)

Appendix A: Delegation to Officers as recommended by the President

By Resolution of NBCC's Board of Governors (dated June 15, 2023), positions which have been assigned Level 6 Spending Limits (i.e. \$500,000) under NBCC's Expense Authority (Policy 2430) are recommended by the President for delegated authority to approve and sign contracts, subject to those Spending Limits.

Positions

- Vice President Academic, Innovation and Student Affairs
- Vice President Finance and Administration
- Vice President Engagement and Experience
- Executive Director, People and Culture

Appendix B:

Delegation to other authorized persons as recommended by Officers

By further resolution of NBCC's Board of Governors (dated June 15, 2023), positions which have been assigned Spending Limits under NBCC's Expense Authority (Policy 2430) are recommended by the Officers for delegated authority to approve and sign contracts subject to their Spending Limits.