



POLICY NAME	Policy on the Approval of Contracts and Designation of Signing Authority
Approving Body	Board of Governors
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Executive Sponsor	Secretary-General

Related Documents	<ul style="list-style-type: none"> • Appendix A: Governance Activities Delegated by the Board and those subject to Board Authority • Procedures established pursuant to section V of the Policy on the Approval of Contracts and Designation of Signing Authority Financial Services Fund Financial Manager Policy • Procedures for Contract Second Signature Requirements • McGill University Records Retention Schedule
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I. Enacting Provisions

1. This Policy on the Approval of Contracts and Designation of Signing Authority (“Policy”) is established under the authority of the Board of Governors of McGill University (“University”) and of the Royal Victoria College (“RVC”), and the Trustees of the Royal Institution for the Advancement of Learning (“RIAL”) (collectively, “Board”).
2. Under the terms of the Statutes of McGill University, the Board possesses general jurisdiction and final authority over the conduct of the affairs of the University. The Board’s authority in this regard includes the approval of contracts and the designation of signing officers. The authority and accountability set out under this Policy are delegated by the Board, which has and retains ultimate responsibility for safeguarding all University assets. In accordance with the Statutes of McGill University, the Executive Committee of the Board may exercise authority on behalf of the Board, except as prescribed in the Statutes.

II. Purpose

3. The purpose of this Policy is:

- To establish the framework of authority, responsibility and limits thereof, for the approval and signing of contracts, and disbursements on behalf of the University;
- To support the sound and consistent administration and stewardship of resources and assets for which the University is directly responsible and for those under its custodianship;
- To ensure that risk management processes are in place to support effective and informed decision-making, and to provide consistent accountability and reporting throughout the University.

III. Scope

4. This Policy applies, but is not limited to, all written contracts, sub-contracts, letters of agreement, memoranda of understanding, memoranda of agreement, leases, subscriptions, licenses, donor agreements, deeds, grant applications, grant agreements, certificates, instruments, or any other document between the University and a third party, which creates an obligation that incurs an expense or generates revenue or which is binding upon the University or any part thereof in accordance with article 37. For the purpose of this Policy, the word “contract” shall be used generally.
5. This Policy is one element in the University’s system of internal control. The system of internal control also consists of policies, regulations and procedures promulgated by the Board and the University’s senior administration.
6. The Board delegates its authority for the approval and signing of contracts:
 - 6.1 to signing officers, as provided for under this Policy;
 - 6.2 to Board Standing Committees, as set out in Appendix A pursuant to the Terms of Reference of the Board’s Standing Committees; and
 - 6.3 by resolution, to the Executive Committee or other Board Committee(s).

IV. General Policy Provisions

7. This Policy shall be read restrictively and authority shall not be established by analogy or through historical practice. In the event that a general provision on signing authority contradicts a specific provision, the specific provision shall take precedence over the general provision.
8. Any person who fails to comply with this Policy will have their signing authority revoked, may face disciplinary action and may be held personally liable for the damages.
9. This Policy is subject to interpretation in accordance with the provisions of the *Civil Code of Quebec* and *an Act Respecting Contracting by Public Bodies*.
10. Notwithstanding this Policy, all contracts entered into by the University are subject to all applicable legislation.

11. The approval of contracts must be exercised in accordance with this Policy and **must occur prior** to the signing of contracts.
12. All contracts must comply with policies of the University and of external bodies, as applicable. For example:
 - 12.1 All contracts involving the procurement or the sale of goods, services or construction works must comply with procurement policies, tendering procedures and financial policies and procedures, as applicable;
 - 12.2 All contracts involving research must comply with research policies and procedures and policies of external granting agencies;
 - 12.3 All contracts involving advancement, development and alumni relations must comply with policies related to gifts-in-kind, gifts acceptance and the naming of University assets.
13. Values expressed in this Policy refer to the total value of the contract in Canadian currency and over the contract's term. Total values include all applicable taxes, service charges, other associated fees and the value of potential options or extensions to the contract which are known at the time of initial signing.

V. Authority for Establishing and Managing Budget and Financial Systems

14. The Provost and Executive Vice-President (Academic) is authorized to establish budget systems and procedures necessary for the conduct of University operations.
15. The Vice-President (Administration and Finance), the Associate Vice-President (Financial Services) or the Treasurer are authorized to establish financial systems and procedures necessary for the conduct of University operations. In addition, the Vice-President (Administration and Finance) and the Associate Vice-President (Financial Services) are authorized to establish systems and procedures to govern the management and execution of transactions regularly required for university financial operations, including but not limited to purchase requisitions, purchase orders, advances expense reports and sales of goods and services billed by Finance Accounts Receivable.
16. The Vice-President (Administration and Finance), the Associate Vice-President (Financial Services), the Treasurer or their delegates are authorized to open accounts and sign accessory documents with any chartered bank or other financial institution on behalf of the University as may be required for the conduct of University operations.
17. Pursuant to the above-established financial systems and procedures, the Vice-President (Administration and Finance), the Associate Vice-President (Financial Services) or the Treasurer has the authority and may delegate it to University personnel for financial transactions regularly required for University business, including but not limited to: deposits, transfer of funds between University accounts, disbursements, and other financial transactions. These financial systems and procedures will be subject to regular internal and external audits, and may be modified from time to time.

18. Whether by cheque or electronic transfer:

- 18.1 Disbursements of \$1 million or more will be approved by the Vice-President (Administration and Finance). Disbursements of less than \$1 million may be approved by the Associate Vice-President (Financial Services), the Controller or the Chief Investment Officer and Treasurer;
 - 18.2 Deductions at source, regardless of value, will be approved by the Controller;
 - 18.3 Individual one-time compensation disbursements over \$10 000, other than regular remuneration, will be approved by the Associate Vice-President (Financial Services). In the case of the Associate Vice-President (Financial Services), such compensation disbursements will be approved by the Vice-President (Administration and Finance). In the case of the Vice-President (Administration and Finance), such compensation disbursements will be approved by the President and in the case of the President, by the Chair of the Board.
19. All cheques issued on a University account will require the signature of the Vice-President (Administration and Finance) and the Provost and Executive Vice-President (Academic).

VI. Signing Officers

- 20. Notwithstanding article 28, where authority to approve a contract lies with the Board or Board Committee, the Board or Board Committee shall designate the signing officer(s).
- 21. Under this Policy, the signing officers of the University are: the President and Vice-Chancellor (“President”), the Provost and Executive Vice-President (Academic), the Vice-Presidents, the Deputy Provost, the Secretary-General, the General Counsel, Assistant and Associate Vice-Presidents, Associate Provosts, the Chief Information Officer, the Chief Investment Officer and Treasurer, Deans, and Executive Directors.
- 22. In addition to any specific Board authorization, the signing officers provided for under this Policy shall have general authority to approve and sign contracts and accessory documents within their areas of responsibility, up to the values set out below, unless otherwise indicated in the Policy:
 - a) President: up to \$6 million
 - b) Provost and Executive Vice-President (Academic) and Vice-Presidents: up to \$4 million
 - c) Deputy-Provost: up to \$2 million
 - d) General Counsel: up to \$2 million
 - e) Secretary-General: up to \$2 million
 - f) Associate, Assistant Vice-Presidents, Chief Investment Officer and Treasurer, Chief Information Officer, Associate Provosts, Deans, Executive Directors: up to \$ 1 million

23. Signing officers shall have the authority, without the possibility to delegate, to carry out, on behalf of the Board, responsibilities and functions under the Act respecting Contracting by Public Bodies, CQLR, c. C-65.1 (the Act), with the exception of the following responsibilities and functions, which remain within the purview of the Board:
 - 23.1 Annual signing of the declaration to the Treasury Board Secretariat;
 - 23.2 Authority to execute a contract with an ineligible company, or a public subcontract directly attached to a public contract with an ineligible company, unless there is an emergency and the safety of persons or property is at stake.
24. The Vice-President (Administration and Finance) shall have the authority to carry out, on behalf of the Board, the responsibilities and functions of the Chief Executive Officer, under the *Act respecting the Autorité des marchés publics*. This authority is not subject to further delegation by the Vice-President (Administration and Finance).
25. Except as indicated in article 26, signing officers shall be entitled to authorize contracts, up to the values set out in article 22, which are required for the stewardship of their respective portfolios. Signing officers shall authorize contracts based on approved budget allocations enabling expenses or revenues related to the contract, as the case may be, on behalf of the University.
26. The contract classes indicated in Table A shall be authorized by the signing officers listed therein.
 - 26.1 Signing officers responsible for contract classes falling under their exclusive jurisdiction, as provided for pursuant to article 26, shall be responsible for making a ruling, in consultation with the Secretary-General, as to whether any contract in dispute falls under their exclusive jurisdiction. Should more than one signing officer be indicated for the contract class, the Signing officer who has authority to sign the highest dollar contract value, as indicated in Table A, is the Signing Officer for making a determination on the signing authority required for the contract in dispute.
27. Notwithstanding article 26, the President shall be authorized to approve and sign the contracts listed in Table A up to the value set out pursuant to section 22. In addition, the President shall have authority to approve and sign the contracts indicated in Table B.
28. All contracts for a value greater than \$1 million, require a second signature in addition to the signature of the signing officer, which shall be obtained based on the requirements of the Procedure for Second Signature Requirements.

29. With the exception of the contract classes that are subject to the authority established pursuant to article 26 and 27, or unless otherwise specified by virtue of applicable legislation, signing officers may delegate authority for approval and/or signing of contracts to employees holding positions they deem appropriate, which are no more than two levels lower than the signing officer's position according to the University's organizational hierarchy and not below the level of an Manager level 3 (M3) or equivalent, provided that such delegation is in writing and is:
- a) To employees holding positions with knowledge, expertise and judgement required to fulfill obligations under the delegations and;
 - b) Of a total contract value not exceeding the signing officer's authority;
 - c) Based on established templates;
 - d) Revocable by the signing officer or by a position at a higher level of authority at any time;
 - e) Subject to such conditions as may be determined by the signing officer;
 - f) Filed with the Secretariat and Financial Services upon execution.
- 29.1. Delegations that are established by signing officers fulfill viable operational needs and are not to be established solely out of convenience.
30. Once delegated by a signing officer, authority for approval and/or signing of contracts shall not be subject to sub-delegation by the delegate.
31. A signing officer is accountable for all contracts required for the stewardship of their portfolio, including those whose approval and/or signing has been delegated by the signing officer to other positions. A signing officer who has assigned authority to a delegate must review this delegation on a periodic basis to ensure proper oversight. In addition, with the exception of transactions regularly required for financial operations listed in article 15 and employment contracts, on at least a quarterly basis, using tools approved by the Secretary-General for such purpose, the delegate must report to the signing officer:
- 31.1 on contracts valued at \$10,000 or above which have been executed by the delegate pursuant to the delegated authority;
 - 31.2 on all contracts, irrespective of contract value, which present a significant level of risk that could bring the University under public scrutiny or affect its reputation, involve controversial matter, concern litigation or settlement claims or include unusual legal provisions.
32. Delegations established by signing officers remain in force following the end of the fourth quarter of the fiscal year unless otherwise specified by the signing officer.
33. Notice of a signing officer's or a delegate's termination, resignation or end of contract with the University must be promptly communicated to the Secretariat and to Financial Services by a position of higher authority to that of the signing officer's or the delegate's in the direct

line of reporting.

34. Unless, pursuant to a review of any relevant conditions related to signing authority, explicit authorization is granted to a signing officer or to a delegate by a position at a higher level of authority in the direct line of reporting, signing officers and delegates, other than the President and the President's direct reports except if indicated otherwise by the President, cannot exercise their signing authority following their notice of termination or resignation from the University or one month prior to the end of their contract with the University. In such cases, as established by this Policy, signing authority will automatically be vested with the position at a higher level of authority in the direct line of reporting.
 - 34.1 Signing officers and delegates who remain in the employ of the University following the end of the assignment which gave rise to their authority as a signing officer or as a delegate, continue to be vested with signing authority, with the understanding that this authority is subject to revocation, as provided for under this Policy.
35. In the event of unavailability due to temporary absence, which is defined as an absence of more than four consecutive business days, signing officers may temporarily delegate approval and signing authority entrusted to them by virtue of this Policy, to positions they deem appropriate, based on a template established by the Secretary-General. Positions with assigned signing responsibility are subject to all Policy obligations applicable to signing officers and delegates, including reporting obligations, as set out in Section 31.
36. Approval of contracts and signing authority is automatically vested in a position or body at a higher level of authority in the direct line of reporting.

VII. Responsibility of Signing Officers and Delegates

37. A signing officer or delegate is a person to whom authority to approve and sign a contract, on behalf of the University, has been assigned in accordance with this Policy.
38. A signing officer or delegate shall act in accordance with the University's regulation concerning conflicts of interest. A signing officer or delegate shall act in the best interests of the University, with integrity and in good faith, and shall adhere to the highest ethical standards. A signing officer or delegate shall not approve and sign any contract where, by doing so, that signing officer or delegate is placed in a conflict of interest or gives the appearance of being so, unless that conflict has been disclosed and addressed in accordance with University policy.
39. A signing officer or delegate may approve and sign a contract that creates an obligation or undertaking on behalf of the University only when that individual has the authority to do so, in accordance with this Policy.

40. Signing officers or delegates who execute a contract on behalf of the University must understand that, in doing so, they are binding the University and not just an individual unit, department or faculty. Before signing, signing officers or delegates must be satisfied and prepared to take responsibility that:

- a) They have the authority to execute the contract in accordance with this Policy;
- b) The appropriate level of approval required by any applicable policy, regulation and procedure has been obtained;
- c) They are acting in compliance with any conditions of delegations set out by the Board, or the signing officer, as the case may be;
- d) They have sought any applicable training and any additional information needed to understand and perform the role and fulfill their responsibilities.
- e) The contract complies with legislation, collective agreements, personnel policy, and all applicable University policies, regulations and procedures as well as applicable policies of external bodies;
- f) The University is able to meet its obligations within the terms of the contract and that the other party is reasonably likely to meet its obligations;
- g) The financial and other benefits to or liabilities of the University as a result of the contract have been considered and are reasonable;
- h) The risks and liabilities presented by the contract have been addressed and any insurance requirements have been reviewed by Risk Advisory and Insurance;
- i) Approval and signing of contracts are exercised in accordance with the approved University budget or source(s) of funding and adequate funds are available;
- j) Any requirement for matching funding or in-kind resources must be approved based on procedures developed by the Provost and Executive Vice-President (Academic), with the understanding that Board approval is required when the requirement for matching funding or in-kind resources is above \$6 million.
- k) An analysis has taken place to ensure that the proper signing authority has been respected, including but not limited to signing officers identified for the contracts listed in articles 26 and 27 and that proper review with any signing officer whose portfolio may be implicated by virtue of the contract has taken place;
- l) Legal review has occurred, in accordance with article 48 (see "Legal Review" section).

41. Where an executed contract requires amendment, the signing officer or delegate who had originally signed the contract can only approve such an amendment if the total contract value, including the value of the amendment, falls within the maximum value of their authority and otherwise complies with this Policy. If the value of the amended contract is above the signing officer's or delegate's authority, approval of the contract is required at a higher level of authority.

- 41.1. When a construction or renovation project has received approval by a position holding the required level of authority set by this Policy, the signing officers indicated in Table A shall be authorized to sign the contracts and any amendments up to the approved budget parameters of the project, the whole subject to legal review in accordance with article 48 and with the understanding that any contracts or amendments beyond the budget parameters will require approval in accordance with this Policy.
42. Every signing officer or delegate who has signed a contract will ensure that the contract, including all appendices and other supporting documents, is retained in accordance with the McGill University Records Retention System. In addition, copies of all signed contracts arising out of Board or Board Committee approval shall be submitted to the Secretariat as soon as they are executed.
43. A signing officer shall, prior to signing, bring to the attention of the Board or relevant Board Committee, contracts of any value which present an unusual level of financial or reputational risk, or which may have significant strategic implications for the University.
44. A delegate shall, prior to signing, bring to the attention of the responsible signing officer contracts of any value, which present an unusual level of financial or reputational risk, or which may have significant strategic implications for the University.
45. The Secretary-General shall have the authority to issue any certificate authenticating or confirming the resolutions, decisions, and other acts of the Board or a Board Committee pursuant to this Policy. The Secretary-General will inform the University's financial institutions, such as banks or investment managers, of this Policy, and will issue signature specimens as and when signing officers or delegates are appointed. Should changes arise to this Policy, to signing officers or delegates, the Secretary-General will provide updated certificates or signature specimens.
46. In the event of a position title change, the signing officer shall consult the Secretary-General to determine, in writing, the position vested with the authority to approve and sign a contract.
47. The use of electronic or facsimile signatures is permitted, only with the expressed consent of the signing officer or delegate.

VIII. Legal Review

48. Unless standard forms of contracts pre-approved and marked for such purposes are used, review by Legal Services is mandatory for any contract or amendment to a contract of a value above \$500 000 or, regardless of the value, in all instances where the contract:
- a) deals with personal information;
 - b) presents a significant level of risk, particularly with respect to liability and

- indemnification provisions;
- c) could bring the University under public scrutiny;
- d) could affect the reputation of the University;
- e) involves controversial matters;
- f) involves litigation or settlements;
- g) includes unusual legal provisions.

49. Signing officer or delegate may refer a contract for legal review if they deem it advisable.

IX. Review, Revision and Reporting Obligations

50. The Secretary-General, in coordination with the senior administration, will monitor compliance with and ensure accountability for this Policy. To that end, the signing officers will submit, on an annual basis, a report to the Secretary-General for purposes of reporting to the Audit and Risk Committee on issues of non-compliance with the Policy.

51. The Secretary-General, in consultation with the signing officers, will establish a Steering Review Committee for the purpose of reviewing this Policy at least once every five years. The Secretary-General will submit any recommendations for revisions to the Audit and Risk Committee.

X. Authority to Approve Procedures

52. The Secretary-General shall have the authority to approve procedures and templates for the purpose of implementing the Policy, except those required for the establishment and management of budget and financial systems, which shall be approved by the Provost and Executive Vice-President (Academic) or the Vice-President (Administration and Finance), in line with their portfolio responsibilities.

Appendix A	GOVERNANCE ACTIVITIES DELEGATED BY THE BOARD AND THOSE SUBJECT TO BOARD AUTHORITY (Based on the authority of Board Committees established in Committees' Terms of Reference)
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PURPOSE OF APPENDIX A:

Pursuant to article 6 of the Policy, this table reflects the functions delegated by the Board to its Standing Committees, as provided for in the Standing Committees' Terms of Reference approved by the Board. In particular, the table lists the specific governance activities, approval for which has been delegated by the Board to a Board Standing Committee and those that are subject to the authority of the Board. As the authority to approve the contract lies with the Board or a Board Committee, the Board or Board Committee shall designate the signing officer(s).

GOVERNANCE ACTIVITY REQUIRING APPROVAL	AUDIT/ RISK	FIC	HR	INVESTMENT	BOARD / EXEC
External audit plan and fees	X				
Engagement of external audit firms for specialized services other than the auditing of financial statements	X				
Engagement of independent advisors related to audit activities and services	X				
Appointment of external auditors for annual audit	X				X
Lease of immovable property between \$6 million and up to \$10 million		X			
Lease of immovable property \$10 million and above		X			X

Acquisition of servitudes between \$6 million and \$10 million		X			
Acquisition of servitudes \$10 million and above		X			X
Acquisition of immoveable property between \$6 million and up to \$10 million		X			
Acquisition of immoveable property of \$10 million and above		X			X
Disposition of immoveable property (all values)		X			X
Construction and renovation projects between \$6 million and up to \$10 million		X			
Construction and renovation projects \$10 million and above		X			X
IT projects between \$6 million and \$10million		X			
IT projects above \$10 million		X			X
Benefits coverage and related contracts and benefit rates			X		
Compensation elements of executive employment contracts			X		
Negotiation mandates			X		
Design of McGill University Pension Plan			X		X
Investment contracts between 2.5% and up to 5% of market value of McGill Investment Pool ("MIP")				X	
Investment contracts 5% and above of market value of MIP				X	X

**TABLE A: CONTRACT CLASSES ESTABLISHED PURSUANT TO ARTICLE 26 OF
THE POLICY**

The following tables (“collectively Table A”) establish by portfolio, contracts whose execution falls under the authority of the signing officers identified therein.

In accordance with article 29 of the Policy, the contract classes may not be delegated by the signing officer to other positions.

In accordance with article 28 of the Policy, a second signature is required for contracts of a value greater than \$1 million. The second signature will be obtained based on the requirements of a procedure established for this purpose.

1. Provost and Executive Vice-President (Academic)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
<p>1.1 Canada Research Chairs</p> <p>The CRC program at McGill pertains to the Government of Canada program, administered by the Tri-agency Institutional Programs Secretariat (TIPS).</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Grant agreements and grant applications to the Canada Research Chair programs 	<p>Provost and Executive Vice-President (Academic)</p>	<p>\$4 million</p>
<p>1.2 International Partnership Affiliation Agreements</p> <p>International projects include research, development, training and service activities with or for foreign parties. These include participation in fundamental or applied research teams or networks, delivery of education or training programs abroad, and support to professorial</p>	<p>This contract class includes partnerships agreements on international such as:</p> <ul style="list-style-type: none"> • Memoranda of understanding (MOU) and memoranda of agreement (MOA) with international institutions • Agreements with the Canadian government or other Canadian 	<p>a) Provost and Executive Vice-President (Academic)</p>	<p>\$4 million</p>

<p>mobility or student exchange activities.</p> <p>International project agreements are contracts to enter into international projects between the University and any government, or any of its departments or agencies or any international educational organization.</p> <p>These include agreements to enter into international projects with the Canadian government or one of its ministries, the provincial government or one of its ministries, foreign government or one of its ministries, philanthropic organizations, and international financial institutions.</p>	<p>entities that fund international research, mobility and programs</p> <ul style="list-style-type: none"> • Student exchange agreements 	<p>b) Deputy Provost (for student exchange agreements)</p>	<p>\$2 million</p>
<p>1.3 Academic Pursuit Agreements</p> <p>Academic pursuit agreements are agreements for the pursuit of any academically related activity, within or outside the University premises including, without limitation, the establishment or management of an arrangement, program, or organization, publishing contracts, conference agreements, training agreements, survey contracts, editing and copyright agreements.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Institutional Affiliation Agreements 	<ul style="list-style-type: none"> • Provost and Executive Vice-President (Academic) • Associate Provost (Equity and Academic Policies) • Dean & Associate Provost (Graduate Education) 	<p>\$4 million</p> <p>\$2 million</p> <p>\$1 million</p>

	<ul style="list-style-type: none"> Academic Program and Project Agreements (not involving the sale of goods and services) 	Provost and Executive Vice-President (Academic)	\$4 million
	<ul style="list-style-type: none"> Sale of academic goods, services, and activities 	Provost and Executive Vice-President (Academic) Deans, for their own Faculty	\$4 million \$ 1 million
	<ul style="list-style-type: none"> Academic exchange agreements, other than research exchange agreements 	Provost and Executive Vice-President (Academic) Associate Provost (Equity and Academic Policies) Dean & Associate Provost (Graduate Education)	\$4 million \$2 million \$1 million
	<ul style="list-style-type: none"> Publishing and copyright agreements, academic training and professional development agreements 	Provost and Executive Vice-President (Academic)	\$4 million

2. Vice-President (Administration and Finance)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
<p>2.1 Acquisition of Immoveable Property</p> <p>Immoveable Property means any immovable property owned by or premises leased by RIAL or vested in RIAL wherever situated. All property is categorized as investment property, academic property, non-academic property, or residence.</p> <p>Acquisition relates to any contract under which the University gains real rights in immovable property, either through purchase, rights of superficies, emphytheusis, usufruct or similar arrangements.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Contracts concerning the acquisition of immoveable property 	a) Vice-President (Administration and Finance)	\$4 million
		b) Associate Vice-President, FMAS	\$ 1 million
<p>2.2 Servitudes</p> <p>Servitudes supporting the University's acquisition or the grant of conditional rights of use with respect to immovable property.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Servitudes for the acquisition of conditional rights of use with respect to immovable property 	a) Vice-President (Administration and Finance)	\$4 million
		b) Associate Vice-President, FMAS	\$ 1 million

	<ul style="list-style-type: none"> • Servitudes supporting the grant of conditional rights of use with respect to immovable property 	a) Vice-President (Administration and Finance)	\$ 1 million
2.3 Leases (except for student residences) Lease means a contract by which a party acquires or cedes personal rights in immovable property.	This contract class includes: <ul style="list-style-type: none"> • Lease of immovable property, as lessor or lessee • Lease of residence accommodation • Lease of rental dwellings for short-term use 	a) Vice-President (Administration and Finance)	\$4 million
		b) Associate Vice-President, FMAS c) Director, Administration, Academic & Administrative Services, FAES (only for Residential Leases for Staff Housing at Macdonald Campus)	\$ 1 million \$100,000

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
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Construction and Renovation

<p>2.4 Construction and Renovation A contract by which materials and services are purchased, rented, or otherwise obtained for the purpose of or related to the construction, renovation, repair or alteration, of immoveable property owned by or vested in RIAL wherever situated including, but without limitation, contracts for professional services, general contracts, and sub-contracts.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Contracts that relate to construction and/or renovation projects which have prior approval by the Board of Governors, the Finance and Infrastructure Committee, the President or the Vice-President (Administration and Finance), as the case may be. <p>More specifically:</p> <ul style="list-style-type: none"> • Any contract that pertains to the construction, renovation or maintenance of University buildings and properties • Project management contracts 	Associate Vice-President, Facilities Management and Ancillary Services (FMAS)	\$500,000 and over, provided the contract amount falls within the budget parameters of the approved project
		Director, Project Management (FMAS)	\$100,000 up to \$500,000 provided the contract amount falls within the budget parameters of the approved project
		Associate Director, Facilities Management and Ancillary Services (FMAS)	Up to \$100, 000 provided the contract amount falls within the budget parameters of the approved project
	<ul style="list-style-type: none"> • Amendments to construction and renovation projects for general contractors ensuing from an approved project, either by the Board of Governors, the President or the Vice-President (Administration and Finance), as the case may be. 	Associate Vice-President (FMAS)	All amendments of a total cumulative value of 10% or more of the value of the original contract provided that they

			fall within the budget parameters of the approved project
		Associate Director, Project Management	All amendments of a cumulative value of up to 10% the value of original contract, provided that they fall within the budget parameters of the approved project
	<ul style="list-style-type: none"> Amendments to construction and renovation contracts for all other services and supplies ensuing from an approved project, either by the Board of Governors, the President or the Vice-President (Administration and Finance), as the case may be. 	Associate Vice-President (FMAS)	\$500,000 and over, provided the contract amount falls within the budget parameters of the approved project
		Director, Project Management (FMAS)	\$100,000, up to \$500,000 provided the contract amount falls within the budget parameters of the approved project

		Associate Director, Project Management	Up to \$100,000 provided the contract amount falls within the budget parameters of the approved project
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Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
<p>2.5 Investment Contracts (related to endowment funds)</p> <p>Contracts related to endowed funds are funds that are primarily invested through the McGill Investment Pool (“MIP”) and are composed of: (i) bequests and donations received by the University, for the most part externally restricted, and generally to be held in perpetuity (ii) those assets of entities affiliated to McGill which have been invested in the MIP as an investment vehicle (iii) such other assets as may be designated by the Board to be endowed or invested.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> Contracts related to investment of endowment funds 	<p>a) Vice-President (Administration and Finance)</p> <p>b) Chief Investment Officer</p> <p>c) Director and Assistant Treasurer</p> <p>d) Director</p> <p>e) Senior Manager</p>	<p>up to 2% of McGill Investment Pool (MIP)</p> <p>up to 1.5% of the MIP</p> <p>up to 0.3% of the MIP</p> <p>up to 0.3% of the MIP</p> <p>up to 0.3% of the MIP</p>
<p>Investments of Cash and Borrowing</p>			
<p>2.6 Borrowing</p> <p>(short-term borrowing: for less than a year)</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> all short-term* and long-term borrowing contracts <p>*the cumulative value of all contracts does not exceed the value of the annual borrowing limit established by the Board of Governors</p>	<p>a) Vice-President (Administration and Finance) or Associate Vice-President (Financial Services) or Chief Investment Officer</p>	<p>Up to borrowing limit established by the Board</p>

		b) Director and Assistant Treasurer	\$3 million
2.7 Borrowing (long-term borrowing: for more than one year)		Vice-President (Administration and Finance)	\$4 million
		Associate Vice-President (Financial Services) or Chief Investment Officer	\$1 million
2.8 Financial Services Contract Financial Services contracts mean contracts the University holds with financial institutions for services that are only provided by financial institutions.	<p>This contract class relates to:</p> <ul style="list-style-type: none"> • Payment solution in any system used to settle financial transaction instead of tendering cash. Typical payment solutions include wires, credit and debit cards, electronic funds transfer, internet banking and e-commerce payment systems. 	Vice-President (Administration and Finance)	\$4 million
		Associate Vice-President (Financial Services)	\$1 million

Contract Class and Definition	Contract Type	Signing Officer	Maximum Limit (\$)
Contracts Relating to IT			
<p>2.9 Contracts relating to IT infrastructure that involve integration with University systems</p> <p>Contracts relating to IT infrastructure that involve integration with University system are contracts that pertain to the acquisition of IT infrastructure that integrates or connects to the McGill IT network and/or for the acquisition of technologies that affect cybersecurity of McGill IT infrastructure and informational assets.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> Contracts related to the acquisition of any IT infrastructure that is physically connected to the McGill University network to provide shared services to a team or a unit and the acquisition of any technologies that run on any devices attached to the McGill IT Infrastructure. 	Vice-President (Administration and Finance)	\$4 million
		Chief Information Officer	\$1 million
		Director, ITS	\$500,000
<p>2.10 IT contracts that pertain to the acquisition of goods and services (that involve integration with</p>	<p>This contract class includes:</p>	Vice-President (Administration and Finance)	\$4 million

<p>McGill’s enterprise systems)</p> <p>These contracts pertain to the acquisition of technologies or services that require Institutional Data* transfer or system integration with university’s enterprise systems. An enterprise system is any departmental and university-wide solutions that manage electronic contents (data, electronic documents, electronic media files).</p> <p>*As defined by University policy</p>	<ul style="list-style-type: none"> • Contracts related to the acquisition of technologies or services that require the transfer of data or system integration 	Chief Information Officer	\$1 million
		Director, ITS	\$500,000
<p>2.11 Contracts that pertain to the acquisition of software applications or cloud services (stand-alone systems, not integrated into University systems)</p> <p>Contracts related to the acquisition of any locally installed software application or</p>	<p>This contract class includes contracts pertaining to:</p> <ul style="list-style-type: none"> • Infrastructure as a Service (IaaS) • Platform as a Service (PaaS) • Software as a Service (SaaS) • Business Function as a Service (BFaaS, i.e. the outsourcing of a business function, such as outsourced payroll service). 	Vice-President (Administration and Finance)	\$4 million
		Chief Information Officer	\$1 million
		Director, ITS	\$500,000

cloud-based services that process, host or access Institutional Data (as defined by University policy).			
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3. Vice-President (Research and Innovation)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
Research and Commercialization			
<p>3.1 Applications for Research Funding</p> <p>A Research Application is an agreement between the University and a Sponsor to carry out research activities according to a scope of work defined by a researcher or a group of researchers, which is often in response to a Call for Proposals and aligned with the mandate and mission of the sponsor. The use of funding is determined by the sponsor's terms and conditions. A Sponsor usually selects applications for funding by a peer-review process. The researchers keep unrestricted rights for publications and any Intellectual Property (IP) remains with the researchers and the University.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Grant Applications • Proposals • Bids • Letters of Intent • Memoranda of Understanding • Any other document that includes commitments and creates contractual obligations 	a) Vice-President (Research and Innovation)	a) \$15 million
		b) Associate/Assistant Vice-President	b) \$10 million

<p>3.2 Research Award Agreements</p> <p>A Research Agreement is a contract between the University and a Sponsor or a third party. Research Agreements can be of the following types:</p> <ol style="list-style-type: none"> 1. Costs Reimbursement 2. Fixed-price 	<p>This contract class includes:</p> <p>1. Costs Reimbursement: This agreement provides funding for a project to reimburse costs incurred and requires accountability on how funds were used even though Sponsor may pay via fixed accountable advances. The typical characteristics include (but are not limited to): i) funding is awarded via a peer review process by a sponsor. ii) The University retains data and IP ownership but can include assignments, licenses, or options to license; iii) Accountability of how funds are used with detailed claims or financial reports.</p> <ul style="list-style-type: none"> - Grant Agreement (subvention/convention d'aide) - Award Agreement - Contribution Agreement - Research Agreement that requires financial reports or detailed per-expenses invoices/claims <p>2. Fixed-price: This agreement outlines the terms of a research project, including project deliverables, and does not require detailed</p>	a) Vice-President (Research and Innovation)	a) \$4 million
		b) Associate/Assistant Vice-President	b) \$2 million

	<p>invoices and financial reports. Most often, these agreements are with an industry sponsor, but could also be with a government entity. Often this agreement is a contract resulting from a competitive bid. Typical characteristics include (but are not limited to): i) Scope of work is either mutually agreed upon by the lead researcher and the sponsor or dictated by sponsor; ii) Not vetted by a peer-review process; iii) Defined deliverables and timelines; iv) IP terms, confidentiality and indemnification are negotiated; v) Sponsor has right to pre-review proposed publications; vi) payments are linked to milestones.</p>	c) Director	c) \$1 million
	<ul style="list-style-type: none"> - Research Contracts - Research Agreements - Clinical Trial Agreements <p>Note that this contract class includes research infrastructure awards from Canada Foundation for Innovation (CFI):</p> <ul style="list-style-type: none"> - CFI award agreement - Inter-institutional agreements with partners on CFI-funded projects 	d) Associate Director	d) \$500 000

<p>3.3 Research Sub-agreements</p> <p>A Research Sub-agreement is linked to the previous contract class (research agreements). It is a contract with a third party, under a signed prime research agreement, which authorizes a portion of the scope of work to be conducted by another party. A sub-agreement follows the terms and conditions of the prime award and confirms obligations (including financial) and responsibilities of respective parties. When McGill is the prime holder of the original agreement, the sub-agreement can be issued by McGill to a third party. McGill can also sign sub-agreements with another prime holder.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Sub-awards, sub-contracts, sub-grants Consortium agreement • Inter-institutional agreements • In and Out Sub-Agreements 	a) Vice-President (Research and Innovation)	a) \$4 million
		b) Associate/Assistant Vice-President	b) \$2 million
		a) Director	b) \$1 million
		c) Associate Director	d) \$500 000
<p>3.4 Research-related Service Agreements</p> <p>A Research-related Service Agreement is a contract between the University and a Sponsor for</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Service Agreements • Consulting Agreements 	a) Vice-President (Research and Innovation)	a) \$4 million

<p>services with a defined scope of work and deliverables. The Sponsor usually retains IP rights and data ownership, data use and publication rights may be restricted but the University ensures use of results for academic and teaching purposes.</p> <p>Also, McGill might sign a research-related service agreement with a service provider (e.g. external consultant).</p>		b) Associate/Assistant Vice-President	b) \$2 million
		c) Director	c) \$1 million
		d) Associate Director	d) \$500 000
<p>3.5 Research Commercialization Agreements</p> <p>Research Commercialization Agreements govern the right to explore commercialization of research outcomes and are derived from the University Policy on Inventions and Software.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Shareholder Agreements • Asset Purchase Agreement • Shareholders Resolutions • Receipts for share certificates or any other consideration • License and Option Agreements • Documents related to the filing and assignment of Intellectual Property (IP), 	a) Vice-President (Research and Innovation)	a) \$4 million
		b) Associate/Assistant Vice-President	b) \$2 million

	<p>such as Patents and Copyrights</p> <ul style="list-style-type: none"> • Inter-institutional Agreements • MOU related to commercialization agreements • Term sheets and IP term confirmation • Sub-Licensing approvals • IP release letters • Assignment of IP • Inventorship and Revenue agreements between inventors • Interpretation Letters & Side Letters related to Licenses and sub-Licenses • Adoption of non-McGill Inventors • MOU with patent firms for IP related matters 	c) Director	c) \$1 million
		d) Associate Director	d) \$500 000
<p>3.6 Research-related Exchange Agreements</p> <p>A Research-related Exchange Agreement governs the transfer of tangible research materials and data sets between two organizations, when the recipient</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Material Transfer Agreements [MTA] • Data Transfer Agreements [DTA] • Non-Disclosure Agreements [NDA] 	a) Vice-President (Research and Innovation)	a) \$4 million
		b) Associate/Assistant Vice-President	b) \$2 million

<p>intends to use it for his or her own research purposes. It also includes contracts that govern confidential and proprietary information. MTA/DTA outlines the terms and conditions for the transfer of tangible research materials and/or data between McGill and another organization. NDA/CDA outlines the terms of the exchange of confidential material, knowledge or information that the parties wish to share.</p>	<ul style="list-style-type: none"> Confidentiality Agreements [CDA] 	c) Director	c) \$1 million
		d) Associate Director	d) \$500 000
<p>3.7 Research Collaboration / Partnerships Agreements</p> <p>A Research Collaboration or Partnerships Agreement is an agreement between the University and another organization that describes high-level terms (often not including specific deliverables or commitments) of the relationship between parties. It establishes a relationship and outlines what each party agrees to bring to the relationship/partnership. Funding details might be under separate agreements.</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> Memoranda of Understanding Collaboration Agreements Multi-institutional Network/Partnership Agreements Consortium Agreements 	a) Vice-President (Research and Innovation)	a) \$4 million
		b) Associate/Assistant Vice-President	b) \$2 million
		c) Director	c) \$1 million
		d) Associate Director	d) \$500 000

4. Vice-President (University Advancement)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
<p>4.1 Donation, philanthropic agreements and honorific naming agreements</p> <p>A Donation Agreement is a contract evidencing a gift of immovable or movable property, and shall include pledges, deeds of donation and memoranda of agreement.</p> <p>In cases of gifts, donations or bequests of immovable property, the provisions of this Table relating to the acquisition of immovable property apply. See section 2.</p> <p>An Honorific Naming Agreement is a memorandum of understanding or other contractual agreement regarding the naming of physical property of the University.</p>	<p>This contract class includes or relates to:</p> <ul style="list-style-type: none"> • Gifts, donations and bequests, including monetary and in-kind • Fund-raising agreements • Naming agreements and memoranda of understanding • Consulting contracts for advancement, development and alumni relations • Branding related campaigns 	<p>Vice-President (University Advancement)</p> <p>Assistant Vice-President Development & Volunteer Partnerships</p>	<p>\$4 million</p> <p>\$1 million</p>

5. Vice-President (Communications and External Relations)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
<p>5.1 Contracts for the acquisition of services that relate to brand and public relations</p> <p>Contracts for the acquisition of services that related to brand and public relations pertain to any aspect of the University’s reputation and public identity</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • Contracts relating to trademark, logo, proprietary fonts, maxim, slogan, social media presence and the like. • This class also includes contracts that pertain to the acquisition of advertising or marketing services. 	<p>Vice-President (CER)</p> <ul style="list-style-type: none"> • Deans, for their respective Faculty • Managing Director, Communications, University Advancement • Senior Communications and Marketing Manager, Athletics and Recreation 	<p>\$4 million</p> <p>\$25 000</p>
<p>5.2 Sponsorship Agreements</p> <p>Sponsorships are defined in the Sponsorship Policy. A sponsorship is generally referred to the relationship formed</p>	<p>This contract class includes:</p> <ul style="list-style-type: none"> • All sponsorship agreements 	<p>Vice-President (UA) for sponsorship agreements supporting UA activities</p> <p>Vice-President (CER) for all other sponsorship</p>	<p>\$4 million</p> <p>\$ 4 million</p>

<p>between the University and the Sponsor pursuant to a Sponsorship Agreement, whereby the Sponsor provides funding and/or in-kind services/benefits to the University in return for permitted association with the University. Such permitted association may take the form of publicity, promotional activities, Sponsor presence at University events, merchandising opportunities, etc.</p>		<p>agreements</p>	
<p>5.3 Contracts for the acquisition of Audio-Video or Multimedia services</p> <p>Contracts permitting audio/video multimedia firms to conduct external projects on campus.</p>	<p>This contract class includes:</p> <p>Contracts that pertain to any of the following phases of Audio-Video or Multimedia contents, as applicable:</p> <ul style="list-style-type: none"> - Development - Pre-production - Post-production <p>This contract class extends to the following contracts:</p> <ul style="list-style-type: none"> - Photography services; - Podcasts; - Virtual tours 	<p>Vice-President (CER)</p> <p>In addition, the use of facilities or other University property must be pre-authorized by the Vice-President (Administration and Finance)</p>	<p>\$4 million</p>

		<ul style="list-style-type: none"> • Deans for their respective Faculty • Managing Director, Communications, University Advancement • Senior Communications and Marketing Manager, Athletics and Recreation 	\$25 000
5.4 Contracts for the acquisition of website development / creation services	<p>This contract class includes:</p> <p>Services that pertain to the development / creation of a website.</p>	<ul style="list-style-type: none"> • Deans, for their respective Faculty • Managing Director, Communications, University Advancement • Senior Communications and Marketing Manager, Athletics and Recreation 	\$25 000

6. Deputy-Provost (Student Life and Learning)

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
6.1 Leases for student residences	This contract class includes: <ul style="list-style-type: none"> • Leases for student residences 	Deputy Provost Student Life and Learning	\$2 million

7. General Counsel

Contract Class and Definition	Contract Type (Examples)	Signing Officer	Maximum Limit (\$)
7.1 Legal Services Contracts Legal Services contracts include contracts for external Legal Services, Legal Consulting Services, Settlement agreements (other than those concerning insured losses, labour grievances or labour matters in front of judicial or quasi-judicial tribunals), legal claims.	This contract class includes: <ul style="list-style-type: none"> • External Legal Services • Consulting Services • Settlement agreements • Legal Claims 	General Counsel	\$2 million

TABLE B: CONTRACT CLASSES ESTABLISHED PURSUANT TO ARTICLE 27 OF THE POLICY

The following table establishes contracts whose execution falls under the authority of the President.

In accordance with article 29 of the Policy, the contract classes may not be delegated by the President to other positions.

In accordance with article 28 of the Policy, a second signature is required for contracts of a value greater than \$1 million. The second signature will be obtained based on the requirements of a procedure established for this purpose.

Contract Class (Please refer to Table A for the definitions)	Contract Types under the President's authority	The President's Maximum Limit (\$)
Research and Commercialization	All applications for research funding	\$25 million
	All research award agreements listed in Table A	\$10 million* (see note below)
Investment Contracts (related to endowment funds)	Contracts related to investment of endowment funds	up to 2.5 % of McGill Investment Pool (MIP)
Donation, philanthropic agreements, and honorific naming agreements	Donation agreements (except those involving immovable property) Approval of the agreement is required by the Chair of the Board or in the Chair's absence, by a Board Vice-Chair, prior to the President's signature	Valued from \$6 million up to \$50 million

	<i>(in line with Board 2018 resolution)</i>	
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* This limit replaces the \$25 million limit approved by the Executive Committee of the Board of Governors in respect of CFI agreements in 2011.