

**TITLE: EXECUTION OF DOCUMENTS POLICY**

**Date of Approval:**

January 23, 2019

**Mandatory Review Date:**

September 2021

**Approved By:**

Board of Governors

President/Vice Presidents  
Committee

Senate

**Effective Date:**

January 23, 2019

## 1. Purpose

The purpose of this Policy is to set clear responsibilities and signing authorities for Documents (as defined below) which may be entered into on behalf of The Sheridan College Institute of Technology and Advanced Learning (“Sheridan”). This is an umbrella policy for the signing of all Documents at Sheridan.

## 2. Scope

This Policy applies to all Members of Sheridan (as defined below) involved in the Execution of Documents (as defined below) that create obligations to or from Sheridan, regardless of any monetary value. This Policy applies to both administrative and academic Documents.

This Policy does not prevail over legislation or a collective agreement.

## 3. Definitions

“**Academic Documents**” means a Document which creates a relationship with an external party and creates obligations to and/or from Sheridan for teaching and learning purposes. This includes, but is not limited to articulation agreements, affiliation agreements, field placement agreements, etc.

“**Consultant**” means a person or entity that under an agreement, other than an employment agreement, provides expert or strategic advice and related services for consideration and decision making.

“**Consulting Services**” means the provision of expertise or strategic advice that is presented for consideration and decision making.

“**Documents**” for the purpose of this Policy means any written document or legal instrument that enters Sheridan into a legally binding agreement, contract, and/or relationship with an external party which creates obligations to and/or from Sheridan, which include, but are not limited to: placement agreements, contracts for goods and services, memorandums of understanding, partnership agreements, consulting agreements, finance agreements, affiliation agreements, co-

op agreements, articulation agreements, and special funding agreements. Please note this is not an exhaustive list. This definition of Documents does not include employment documents.

**“Employee”** means a person under the employ of Sheridan either:

- a. On a full-time, ongoing basis either under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, or the Terms and Conditions for Administrative Employees; and/or
- b. On a less than full-time, and/or temporary basis under the terms of an employment agreement.

For clarity, a Researcher is a type of Employee.

**“Execution of Documents”** means signing a Document to make it legally binding.

**“Goods and Services”** means any goods, construction and services, including but not limited to information technology and consulting services.

**“Members of Sheridan”** means Governors, Employees, volunteers, consultants, contractors, visitors, and any other persons at Sheridan.

**“Originating Department”** means a business unit and/or office of Sheridan who is responsible for keeping a Document in accordance with the Records and Information Management Policy Retention Schedule.

**“Research Document”** means a Document for in regards to proposed and/or actual research contracted, funded, and/or or sponsored with any external party to Sheridan, which includes, but is not limited to: Non-Disclosure Agreements, Research Funding Agreements, Collaborative Research Agreements, Participation Agreements, etc. and creates a relationship or obligations to a third party and/or external collaborator.

**“Responsible Executive”** means the President or Vice President who is designated to be responsible and accountable for the development, implementation, maintenance and review of this Policy. More than one Responsible Executive may be designated for the Policy.

## **4. Policy Statement**

### **A. Signing Authority**

4.1 Documents may only be signed by a Member of Sheridan on behalf of Sheridan if the Member of Sheridan has been provided explicit authority to do so by this Policy.

4.2 Please refer to the Procurement Policy and Contract Signing Authority for the signing authority of Documents related to Purchasing.

4.3 Schedule A below outlines the signing authority for Research Documents.

4.4 Schedule B below outlines the signing authority for Academic Documents.

4.5 Advancement may sign gift Documents.

4.6 For Procurement Documents, please refer to the Procurement Policy and Contract Signing Authority and related Procedure.

4.7 Notwithstanding 4.2 to 4.5 the following individuals have the general authority to bind the corporation (“Sheridan”):

- a. The President;
- b. The Provost and Vice President Academic / any of the Vice Presidents; and
- c. General Counsel and Secretary to the Board.

## **B. Human Resources Documents**

4.8 Documents specific to Human Resources actions (including but not limited to: arbitrations, Ministry of Labour, Collective Agreements) and Legal Documents (including but not limited to settlements, service contracts) may be signed by the Vice President, Human Resources, or designate, and President and Vice Chancellor respectfully.

4.9 Offer of employment will be signed by the hiring manager or any other manager within the business unit provided the hiring manager approved the hire. All offers and letters and contracts will be based on templates approved by the Human Resources Department.

## **C. Review of Documents**

4.10 Except where otherwise noted in this section, the Office of the General Counsel shall review and approve all Documents, except where the Document is based on a template approved by the Office of the General Counsel. Please e-mail the Office of General Counsel at [ogc@sheridancollege.ca](mailto:ogc@sheridancollege.ca).

4.11 The Finance Department shall review and approve all financial terms of Documents where Sheridan is obligated financially.

4.12 Procurement Services shall review and approve all Documents for Consulting Services or Goods and Services, regardless of value. This includes Documents for Consulting Services or Goods and Services with no financial component.

4.13 As applicable, IT shall review Documents to ensure compliance with applicable IT standards and guidelines.

4.14 Documents shall be reviewed to ensure the integrity of personal, and/or confidential information and to ensure there is an acceptable level of risk and appropriate insurance coverage.

4.15 The term of all Documents shall be five (5) years or less, unless reviewed by The Office of the General Counsel who shall consult with the applicable approval authority.

## **D. Signing of Cheques and Remittances**

4.16 The following individuals shall have the authority to execute cheques on behalf of the corporation ("Sheridan"):

### **ANY TWO OF:**

- i) The President;
- ii) Provost / any of the Vice Presidents;
- iii) Associate Vice President, Financial Services;
- iv) Directors in Finance (excluding Director or Procurement); or
- v) General Counsel and Secretary to the Board.

4.17 Cheques under \$100,000 may be signed electronically.

4.18 The following individuals are authorized to make payments to Revenue Canada, CAAT, Ministry of Finance, Government of Ontario, College's Ontario, College Employer Council, the college's employee benefits provider, the college's banking and investment service providers and/or any other legislated remittances. This includes pension plan benefits and expenses relating to the administration of the Sheridan pension plan in accordance with the terms and conditions of the plan and to make all payroll related deductions, transfers or expenditures on behalf of Sheridan Employees Cheques may be signed and/or sent electronically:

### **ANY TWO OF:**

- i) The President;
- ii) Provost / any of the Vice Presidents;
- iii) Associate Vice President, Financial Services;
- iv) Directors in Finance (excluding Director of Procurement); or
- v) General Counsel and Secretary to the Board.

## **E. Retention and Storage of Documents**

4.20 Original, executed versions of any Document other than Documents for Procurement, shall be maintained by the Originating Department in accordance with the Records and Information Policy Retention Schedules. For Documents for Procurement, all original executed versions are to be maintained by Procurement Services.

4.21 Originating Departments are responsible for maintaining a register of current in force Documents.

## **F. Renewal of Documents**

4.22 This Policy and all requirements apply to any renewal of an existing Document and/or relationship.

## **5. Responsible Executive**

The Responsible Executive for this Policy shall be The Office of General Counsel.

This document continues on the next page.

## **Schedule A: Signing Authority for Execution of Research Documents (including with external parties through Sheridan's Research Office)**

Signing of any Research Documents shall occur in accordance with the Research Documents Signing Procedure.

## **Schedule B: Signing Authority for the Execution of Academic Documents**

Academic Documents shall be reviewed in accordance with the Academic Documents Review and Approval Procedure.

### *Other Academic Documents*

For Academic Documents that are not considered Affiliation Agreements or Articulation Agreements the Dean must consult with the Vice Provost to determine the appropriate process to develop, review and approve the document. This includes Academic Memorandums of Understanding.

### *Document Value*

The Total Document Value shall consider the Document's value for all years of its validity, including any optional years. For example, a three-year Document valued at \$40,000 per year would have a Total Document Value of \$120,000. If the three year Document has two optional years at \$40,000 per year, then the Total Document Value for five years would be \$200,000.

If an exchange of funds is being considered (including in-kind contributions) between parties for any Academic document, the Vice Provost must be consulted. Approval and signing authority will be determined based on Schedule A (Signing Authority for Execution of Research Documents) and Schedule B (Signing Authority for the Execution of Academic Documents).

### *Research*

In the case where any document is proposed that includes or contemplates a research component (e.g. Memorandums of Understanding, funded grants, external funding for research, community/industry related research projects or Collaborative Research Agreements) the document must be reviewed in accordance with the relevant Procedure and must be signed according to the Schedule A (Signing Authority for Execution of Research Documents).

## **Relevant Documentation (Procedures/Additional Policies/Forms)**

[Procurement Policy and Contract Signing Authority](#)

[Domestic and International Academic Documents Review and Approval Procedure](#)

Approved Templates on Access Sheridan