

Contract Procedures

PARENT POLICY Contracts and Signing Authority	APPROVAL DATE December 17, 2019
SPONSOR President & CEO	LAST REVISION DATE April 27, 2023
POLICY ADMINISTRATOR Chief Financial Officer (CFO)	EFFECTIVE DATE April 27, 2023

PROCEDURE

A: Requirements of All Contracts

1. Every contract and every amendment, renewal or extension of a contract must:
 - a. be in writing;
 - b. list "The Board of Governors of Lethbridge College" as the contracting party for the College, not "Lethbridge College" or a particular College department or person;
 - c. list the other contracting parties by their legal name; and
 - d. be signed by an authorized signatory (on behalf of the College) and by persons who are authorized to sign on behalf of the other contracting parties.
2. Unless otherwise required by law or the terms of the contract itself, a contract or amendment, renewal or extension of a contract may be executed electronically and in counterparts, the counterparts together forming an original signed copy of the contract.
3. Every termination of a contract must be in writing. Review of termination under Part B may be advisable even where not strictly required by this policy.

B: Contract Review

1. Every contract (other than an unmodified template contract which has already been reviewed in accordance with this section) and every amendment, renewal (other than automatic renewals), extension or termination of a contract is subject to review by:

- a. a Business/Financial Analyst and the Risk and Liability Officer respecting limitations of liability, indemnification, insurance, and risk-mitigation; the collection, use, and disclosure of personal information; intellectual property and copyright; and compliance with laws, policies, collective agreements, and the College's other obligations; and
 - b. other College departments identified by the Business/Financial Analyst based on the content or nature of the contract.
2. A contract, including any amendment, renewal, extension or termination of a contract, must be reviewed by legal counsel:
 - a. if it concerns the acquisition, lease, rent or disposition of an interest in lands, the settlement of a dispute, or activities that could result in significant harm to a person, property or the environment; or
 - b. if it poses a substantial legal, financial or reputational risk to the College.

C: CLC Member Approval

1. Every contract and every amendment, renewal, extension or termination of a contract requires the approval of the responsible CLC Member.
2. A responsible CLC Member may only approve a contract that contemplates an expenditure (including in-kind) by the College if the value of the contract is within the CLC Member's approved budget or an approved variance and the contract does not breach any external restrictions on the use of funds (e.g. terms of a research agreement, endowment or trust fund). Although a CLC Member may approve a contract that exceeds the maximum value prescribed in [Contracts and Signing Authority Policy Appendix A: Signing Authority Matrix](#), the contract is subject to further approval by the authorized signatory (see Part D: Contract Approval).

D: Contract Approval

1. Every contract and every amendment, renewal, extension or termination of a contract requires the signature of an authorized signatory as noted in the [Contracts and Signing Authority Policy Appendix A: Signing Authority Matrix](#).
2. An authorized signatory may only sign a contract if:
 - a. the contract has been reviewed in accordance with Parts 2(b) and 2(c);
 - b. they reasonably believe that the College is able to fulfil its obligations under the contract;
 - c. they reasonably believe that the contract is in the College's best interests; and
 - d. they would not be in an actual or perceived conflict of interest by signing the contract.
3. For the purposes of subsection 2(c), the authorized signatory may have regard to any relevant consideration, such as whether the contract is operationally feasible, fiscally responsible, and aligns with the Comprehensive Institutional Plan or similar document.
4. If an authorized signatory is in a conflict of interest, only an authorized signatory to whom the first authorized signatory directly or indirectly reports may sign the contract. A person reporting to the

first authorized signatory must not sign or be asked to sign the contract, even if the person reporting to the first authorized signatory is also an authorized signatory.

5. An employee in an acting position has the same signing authority as if that person actually held the position.
6. A position has the signing authority of all positions reporting to it.

E: Records Management

1. The official version of a contract may be physical or electronic, depending on the terms of the contract.
2. Unless another arrangement is approved by the Chief Financial Officer, official physical versions of contracts are to be stored in the College's vault, and official electronic versions of contracts and [Contract Cover Sheets](#) are to be stored by Financial Services. Copies of contracts may be stored by other College departments. Contracts must be stored securely.
3. The official version of a contract must be kept for the longer of:
 - a. 10 years following the end of the contract term; or
 - b. the expiry of all obligations of all parties created by the contract (obligations may survive the end of the contract term).
4. Financial Services may establish a contract registry to manage the official versions of contracts, their retention schedules, [Contract Cover Sheets](#), and any other matter advisable for good contract management.