

Policy Redesign Project

All policies and procedures are being reviewed as part of this project. This document is pending review, but remains in effect until the review is carried out.

Delegations of Authority to Enter into Contracts

Establishment:	Council, 28 August 2003
Last Amended:	Vice-President (Corporate Services), 28 May 2018
Nature of Amendment:	Schedule of sub-authorisation updated
Last Reviewed:	2018
Responsible Officer:	University Secretary

Introduction

1. Council may at its discretion authorise officers of the University to enter into contracts on behalf of the University. Authorised officers in turn may delegate authority to enter into contracts to appropriate officers within their areas of responsibility through the issue of sub-authorisations.
2. The purpose of this Policy is to establish the principles, requirements and processes for the delegation of authority to enter into contracts. The Policy applies to existing authorisations and to any authorisations or sub-authorisations approved in accordance with the Policy in the future.
3. Authorisations made under this Policy are represented in the Framework of Delegations of Authority to enter into Contracts ([see Appendix A](#)), and prescribe the limits within which authorised officers may enter into contracts on behalf of the University.
4. From time to time, Council may by written instrument authorise officers of the University to exercise the power to enter into contracts on behalf of the University. These authorisations may be limited by context, time or dollar amount.

Principles

5. Where permitted within the terms of the authorisation, an authorised officer may further delegate the power to enter into contracts through written sub-authorisations. A sub-authorisation will, in all respects, be limited to the scope of the original authorisation.
6. Copies of all authorisations and sub-authorisations must be provided to the University Secretary.

7. An officer holding an authorisation or sub-authorisation will at all times be subject to the general direction and authority of the Vice-Chancellor and will be required to act within the policies and the strategic directions set by Council.

8. An officer holding an authorisation or sub-authorisation will at all times be accountable to the relevant authorising officer in exercising that authority.

Terms of Authority and Obligations of Authorised Officers

9. When signing contracts, authorised officers are required to act within the terms of their authority.

10. All contracts are entered into on behalf of the University. When considering any undertaking, authorised officers must therefore have regard to the effect of the commitment on the University as a corporate entity.

11. Authorised officers must bring to the attention of the relevant senior officer, any contract which

11.1 involves significant commitments of money and/or other resources, such as staff time and expertise, equipment and facilities; or

11.2 is capable of affecting the business of the University in a significant way; or

11.3 regardless of its value, is of social, legal or political significance or sensitivity, for example:

- contracts with a high risk factor;
- contracts that could bring the activities of the University under public scrutiny;
- contracts which could affect the reputation of the University;
- contracts which might involve any matter liable to cause public controversy.

12. Before executing any contract, authorised officers must be satisfied that:

12.1 the University is able to meet its obligations under the terms of the contract, and it is likely that the other party or parties can meet their obligations;

12.2 the contract complies with any legislative requirements (e.g. Higher Education Funding Act, enterprise agreements, tax, anti-discrimination, privacy legislation etc);

12.3 the contract and its procurement conform with relevant University policies and administrative procedures;

12.4 the appropriate level of approval has been obtained;

12.5 any necessary internal or external advice has been sought;

12.6 any requisite consultation with other staff or operational areas of the University has occurred.

13. Authorised officers must be aware of the financial and other benefits, detriments or risks which are expected to flow or attach to the University as a result of the contract, and should ensure that any identifiable risks are properly addressed in the contract, including intellectual property, physical damage or injury indemnities.

14. Authorised officers must not sign any contract if, by doing so, that officer or another staff member of the University would be placed in a conflict of interest (or would appear to be placed in a conflict of interest) without the prior written approval of the relevant member of the Senior Executive given after disclosure of all the material facts or circumstances. A conflict of interest will be deemed to exist for the purposes of this Policy where there are facts or circumstances present which would confer an actual, potential or

prospective benefit (or the appearance of same) upon the authorised officer or any staff member of the University concerned with the negotiation or performance of the contract. For these purposes the conferral of a benefit upon a partner or close family member of an individual is deemed to be the conferral of a benefit upon the relevant individual.

15. An authorised officer who acts temporarily in a position has the same level of authority as the substantive occupant unless otherwise stated in the conditions attaching to the temporary post.

16. Any officer holding an authorisation may still exercise a power to enter into contracts which has been the subject of sub-authorisation to another officer.

17. Any officer holding an authorisation or sub-authorisation is responsible for ensuring that any authority delegated by them to another officer is properly exercised.

Execution and Record keeping Procedures

18. Contracts can be authorised only by original signatures in ink.

19. The business owner of the contract will ensure that the hard copy original of any contract or where it is unavailable, a true copy, is referred to Central Records for retention.

20. The form [Report of Entry into Contract \(DOCX 32KB\)](#) must be completed, signed by the officer recommending the contract for signature and presented with the required number of copies of the contract for signing by a University authorised or sub-authorised officer identified at Appendix A. The University authorised or sub-authorised officer must sign the Declaration in the ROEC form at the time of signing the contract.

21. Drafts of the contract document that record any changes requested or negotiated, as well as partially executed contracts and the original fully executed contract, or where it is unavailable, a true copy, and all supporting documents, including the ROEC, must be retained in accordance with the Records Management Policy.

22. If the contract needs to be referred to another party or parties for counter-signature, it is the responsibility of the business owner of the contract to ensure that following despatch of the contract to the other party/ies, the contract is tracked and a fully executed original or true copy returned to the University.

23. The University Secretary will maintain a record of all authorisations and sub-authorisations to enter contracts in the Framework of Delegations of Authority to enter Contracts ([Appendix A](#)).

Appendix A

FRAMEWORK OF DELEGATIONS OF AUTHORITY TO ENTER INTO CONTRACTS

Note: the dollar limit of all delegations and sub-delegations is equivalent to the relevant officer's expenditure authority, except in the case of the Vice-Chancellor and Deputy Vice-Chancellor (Research), who have a higher delegation with respect to entering into non-expenditure contracts (set out below).

Contractual Delegations approved by Council

Officer	Extent of Delegation	Limits Applying to Delegation
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Vice-Chancellor	All contracts, University wide Limited Power of Attorney (see details below)	Reissued 7/6/17 refer to Policy and Secretariat for details
Vice-President (Corporate Services) formerly titled Senior Vice-President; Vice-President (Strategic Finance and Resources)	All contracts, University wide Limited Power of Attorney (see details below)	\$2 million
Deputy Vice-Chancellor (Research)	All contracts, related to area of responsibility	<ul style="list-style-type: none"> \$500,000 - expenditure contracts relating to expenditure of untied funds unlimited - non-expenditure contracts (tied funds), except for contracts requiring a co-investment from the University that exceeds \$500,000
Pro Vice-Chancellor(International)	All contracts, related to area of responsibility	\$500,000
Deputy Vice-Chancellor (Academic)	All contracts, related to area of responsibility	\$500,000
Vacant Positions		
Pro Vice-Chancellor (Information Services)	All contracts, related to area of responsibility	\$500,000

Limited Power of Attorney authorised by Council on 2 December 2010

Officer	Limited Power of Attorney	Special requirements	Date established
Vice-Chancellor Vice-President (Corporate Services) [POA formerly held by Senior Vice-President, formerly titled Vice-President (Strategic Finance and Resources)]	Execution on behalf of Council of all leases and licences of property to or by, Flinders University, including any variations to, extensions to, or assignments of such leases, caveats in relation to those leases or licences, and including surrenders or	<ol style="list-style-type: none"> The Power of Attorney is revocable at any time by lodging a Revocation. The Power of Attorney and Revocation, and any variations are required to be executed by Council under seal and registered at the 	Registered Lands Titles office, Adelaide, South Australia on 6 May 2016 Registration No. 12520725 Registered Lands Titles office,

	<p>withdrawals of any of those documents.</p> <p>Specific authorities and documents to which the authority pertains are detailed at Appendix B.</p>	<p>Lands Titles Office in the relevant jurisdiction.</p> <p>3. When a document is lodged for registration at Land Victoria, where the signing of the parties was performed under a Power of Attorney, a fully certified copy of the Power of Attorney must be provided with the document being lodged.</p> <p>4. Required execution clauses and record-keeping protocol are detailed at Appendix B</p>	<p>Darwin, Northern Territory on 17 May 2016</p> <p>Registration No. 355289</p>
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Authorisations and sub-authorisations approved under Policy

Officers	Authorising Officer	Extent of Delegation	Dollar Limit Applying to Delegation
Deputy Vice-Chancellor (Students)	Vice-Chancellor	All contracts related to area of responsibility	\$500,000
Pro Vice-Chancellor (Learning and Teaching Innovation)	Deputy Vice-Chancellor (Students)	All contracts related to area of responsibility	\$100,000
Pro Vice-Chancellor (Student Life)	Deputy Vice-Chancellor (Students)	All contracts related to area of responsibility	\$100,000
Vice-President & Executive Deans	Vice-Chancellor	<p>Contracts relating to teaching/educational cooperation and service delivery onshore</p> <p>Consultancy agreements</p>	\$200,000
Librarian	Pro Vice-Chancellor (Information Services)	Library operation/supply/service contracts	\$200,000
Director, College Services	Vice-Chancellor	as for Vice-President & Executive Deans	\$200,000

Director, Buildings and Property	Vice-President (Corporate Services)	<p>Contracts for the supply of goods and services relating to the purchase of:</p> <ul style="list-style-type: none"> • building works • plant and equipment • services infrastructure • vehicle purchases <p>Note: authorised to countersign all technical components on building work contracts</p> <p>Contracts licensing use of space by external parties for the purposes of the New Venture Institute eNVision Incubator</p>	<p>\$500,000 (except vehicle purchases which have a limit of \$100,000)</p> <p>\$50,000</p>
Chief Information Officer	Pro Vice-Chancellor (Information Services)	<ul style="list-style-type: none"> • contracts for the supply of goods and services relating to the purchase of major computing and telecommunications systems • software and hardware maintenance contracts • software license agreements • service level agreements relating to computing and telecommunications services 	\$500,000
Director, Financial Services	Senior Vice-President	Contracts related to area of responsibility	\$200,000
Director, Research Services	Deputy Vice-Chancellor (Research)	Research contracts, University-wide	\$100,000
Director, People and Culture (formerly, Director, Human Resources)	Vice-President (Corporate Services)	Contracts related to area of responsibility	\$200,000
Executive Director, Strategic Marketing and Communications	Vice-Chancellor	Contracts relating to area of responsibility	\$200,000
University Secretary	Vice-Chancellor	Contracts related to area of responsibility	\$200,000

Chief Financial Officer	Vice-President (Corporate Services)	All contracts, related to area of responsibility	\$2 million
Dean, Flinders Living	Vice-President (Corporate Services)	All contracts, related to area of responsibility	\$50,000
Director, New Venture Institute	Vice-Chancellor	Contracts related to area of responsibility	\$20,000
Director, Flinders Art Museum	Executive Director, Strategic Marketing and Communications	All contracts, related to area of responsibility	\$10,000
Academic staff members and professional staff at HEO7 level or above in all faculties engaged in the management of on-shore and off-shore placements for the courses they are involved in delivering.	Executive Deans of Science and Engineering, Medicine Nursing and Health Sciences, Social and Behavioural Sciences, and Education, Humanities and Law PVC (International)	May execute schedules that provide specific placement details where such schedules operate in respect of a head or master on-shore or off-shore student placement agreement	N/A
School Manager (School of Health Sciences) Faculty Business Services staff at HEO7 and above	Executive Dean, Faculty of Medicine Nursing and Health Sciences	Acceptance of disability service orders/contracts	\$10,000

Appendix B

POWER OF ATTORNEY

Authority

1. The Attorney is authorised to do any one or more of the following on behalf of Flinders University and in the name of Flinders University:

1.1 execute or otherwise enter into (conditionally or unconditionally) a Document (as set out below);

1.2 complete any blanks which may be left in a Document;

1.3 make any amendments or additions to a Document as the Attorney may approve;

1.4 do anything which, in the opinion of the Attorney (evidenced conclusively by the performance of that thing by the Attorney):

1.4.1 ought to be done to perfect a Document or bring it into effect; or

1.4.2 is contemplated by, incidental to or necessary or desirable in connection with, a Document, including, without limitation, the signing of any notice or ancillary instrument;

1.5 execute or otherwise enter into (conditionally or unconditionally) any document or other agreement supplemental to or varying a Document; and

1.6 exercise all powers vested in Flinders University under any Document.

Documents

1. any lease, agreement for lease, renewal of lease, transfer of lease, sub-lease or underlease, extension of lease, variation of lease, assignment of lease or surrender of lease, or any other document produced in connection with leasing over property whether real or personal, to which the University is a party, or where such property is owned by or is registered in the name of the University and whether the University owns the whole of or an interest in the property;

2. any document of the kind referred to in paragraph 1 having the character or effect of a licence rather than a lease;

3. any caveat, withdrawal of caveat or partial withdrawal of caveat over or in respect of any real property;

4. any form, certificate, application, declaration or document prescribed under applicable State or Territory legislation or by any statutory or local authority or utility, or under any other legislation related to, ancillary to or incidental to any of the above; and

5. any agreement, deed, instrument, letter, notice or other document related to, ancillary to or incidental to any of the above.

Power of Attorney Registration Numbers

South Australia: 12520725 Northern Territory: 355289.

Execution Clause – South Australia and Northern Territory

<p>SIGNED for and on behalf of the FLINDERS UNIVERSITY OF SOUTH AUSTRALIA by its duly constituted Attorney pursuant to Power of Attorney No. [insert registration number for the relevant state or territory] who has not received a notice of the revocation of that Power of Attorney in the presence of:</p>
Witness	
..... Signature of Attorney
Full Name of Witness Address: c/-Flinders University Sturt Rd Bedford Park SA 5042 Tel: 8201 3911 Position of Attorney
 Full Name of Attorney Address: c/-Flinders University Sturt Rd Bedford Park SA 5042 Tel: 8201 3911

Land Victoria Special Requirements

When a document is lodged for registration at Land Victoria, where the signing of the parties was performed under a Power of Attorney, it will be necessary to obtain a fully certified copy of the Power of Attorney and provide it with the document/s being lodged.

Execution clause

SIGNED for and on behalf of the FLINDERS UNIVERSITY OF SOUTH AUSTRALIA by its duly constituted Attorney who has not received a notice of the revocation of that Power of Attorney in the presence of: Witness Full Name of Witness Address: c/-Flinders University Sturt Rd Bedford Park SA 5042 Tel: 8201 3911 Signature of Attorney Position of Attorney Full Name of Attorney Address: c/-Flinders University Sturt Rd Bedford Park SA 5042 Tel: 8201 3911
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Record-keeping protocol

Each Attorney is required to keep a separate register of documents executed by them under the Power of Attorney, which includes the date and description of the document so executed. The signed [Report of Entry into Contract \(DOCX 32KB\)](#) relating to a contract signed under the Power of Attorney includes the required information. HPRM file CF11/2531 PERSONNEL - Authorisation - Delegation (CEO level) - Agreements executed under power of attorney - has been created as the register. The Report on Entry into Contract form must be registered to this HPRM file, in addition to the relevant contract file.