

## **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-Chancellor, 6 July 2020

**Nature of Amendment:** Added contractual authority for Associate Director, Customer and Site Services

**Last Reviewed:** 2018

**Responsible Officer:** University Secretary

### **Introduction**

1. Appendix A summarises the principal delegations and sub-delegations for specific authorised persons (**authorised persons**) to enter into contracts on behalf of the University and the limitations which apply to those delegations. Appendix A is not exhaustive as other contractual delegations, such as Powers of Attorney or otherwise, may be given from time to time. Advice may be sought from the General Counsel or University Secretary regarding such other delegations.

2. The purpose of this policy is to establish the principles, requirements and processes for the delegation and exercise of the authority to enter into contracts. The policy applies to all existing and future authorisations, including those which are not specified in Appendix A.

### **Sub-delegation**

3. The authority to enter into contracts may be sub-delegated by:

- 1) the Vice-Chancellor, or
- 2) any other authorised person, where expressly provided for within the terms of their authorisation.

A sub-delegation will, in all respects, be limited to the scope of the original authorisation and must be made in accordance with the [Delegations Policy](#).

4. Both the person holding the original authorisation and the person holding the sub-delegation remain accountable for the proper exercise of the authority to enter into contracts and will at all times be subject to the general direction and authority of the Vice-Chancellor and the University's policies and procedures.

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## Terms of Authority and Obligations of Authorised Persons

5. When signing contracts, authorised persons are required to act within the terms of their authority.
6. All contracts are entered into on behalf of the University. When considering any undertaking, authorised persons must therefore have regard to the effect of the commitment on the University as a corporate entity.
7. Authorised persons must bring to the attention of the relevant senior executive, any contract which:
  - 7.1 involves significant commitments of money and/or other resources, such as staff time and expertise, equipment and facilities; or
  - 7.2 is capable of affecting the business of the University in a significant way; or
  - 7.3 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.

### 8. Freedom of Information

- 8.1 All University documents and records, including its contracts, are subject to the provisions of the Freedom of Information Act 1991 ("the FOI Act").
  - 8.2 If the contract is to include a specific clause which prohibits disclosure under the FOI Act, then the authorised officer must, prior to the execution of the contract, obtain approval from either the Vice-Chancellor, the University Secretary or the General Counsel to include this specific clause within the contract.
  - 8.3 If the confidentiality clause is approved, upon execution of the contract the authorised officer must immediately advise the Freedom of Information team (in Governance, Legal and Risk) so that the fact of that clause can be reported to the relevant Minister as soon as practicable in accordance with the FOI Act.
9. Before executing any contract, authorised persons must be satisfied that:
    - 9.1 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;
    - 9.2 the contract complies with any legislative requirements (e.g. Higher Education Funding Act, enterprise agreements, tax, anti-discrimination, privacy legislation etc.);
    - 9.3 the contract and its procurement conform with relevant University policies and administrative procedures;
    - 9.4 the appropriate level of approval has been obtained;
    - 9.5 any necessary internal or external advice has been sought;
    - 9.6 any requisite consultation with other staff or operational areas of the University has occurred.
  10. Authorised persons 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.

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11. Authorised persons 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 person 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.

12. An authorised person 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.

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

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

### **Execution and Record keeping Procedures**

15. Contracts can be authorised only by original signatures in ink or by electronic signature utilising an electronic software platform approved by the General Counsel.

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

17. 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](#).

18. 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 dispatch of the contract to the other party/ies, the contract is tracked and a fully executed original or true copy returned to the University.

## Appendix A

### FRAMEWORK OF DELEGATIONS OF AUTHORITY TO ENTER INTO CONTRACTS

Officer	Extent of Delegation	Financial Limit <small>(Note: unless otherwise stated, these financial limits apply to both revenue and expenditure contracts)</small>
Vice-Chancellor	All contracts, University wide	1) Contracts relating to the expenditure of untied funds - \$5 million  2) Contracts relating to the expenditure of tied funds – unlimited (unless the contract requires any expenditure of untied funds, in which case the limit in 1) above also applies)  3) Revenue contracts – unlimited
<b>Vice-Chancellor’s portfolio</b>		
University Secretary	All contracts related to area of responsibility	\$200,000
General Counsel	All contracts related to area of responsibility	\$50,000
Director, New Venture Institute	All contracts related to area of responsibility	\$20,000
<b>Deputy Vice-Chancellor (Students) portfolio</b>		
Deputy Vice-Chancellor (Students)	All contracts related to area of responsibility	\$500,000
Pro Vice-Chancellor (Learning and Teaching Innovation)	All contracts related to area of responsibility	\$100,000
<b>Deputy Vice-Chancellor (Research) portfolio</b>		
Deputy Vice-Chancellor (Research)	All contracts related to area of responsibility	1) Contracts relating to the expenditure of untied funds - \$500,000  2) Contracts relating to the expenditure of tied funds – unlimited (unless the contract requires any expenditure of untied funds, in which

		case the limit in 1) above also applies) 3) Revenue contracts – unlimited
Director, Research Development and Support	Research contracts, University-wide	\$100,000
Director, Medical Device Partnering Program (MDPP) / Director, Medical Device Research Institute (MDRI)	1) Confidentiality deeds relating to MDPP's activities  2) Research consultancy agreements relating to MDRI's research activities  —only when using an agreement approved by Legal Services	N/A  \$20,000
<b>Vice-President and Pro Vice-Chancellor (International) portfolio</b>		
Vice-President and Pro Vice-Chancellor (International)	All contracts related to area of responsibility	\$500,000
<b>Colleges</b>		
Vice-President & Executive Deans	Contracts relating to teaching/educational cooperation and service delivery onshore  Consultancy agreements	\$200,000
Director, College Services	as for Vice-President & Executive Deans	\$200,000
Academic staff members and professional staff at HEO7 level or above in all Colleges engaged in the management of on-shore and off-shore placements for the courses they are involved in delivering	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
<b>Corporate Services</b>		
Vice-President (Corporate Services)	All contracts, University wide	\$2 million
Chief Financial Officer	All contracts related to area of responsibility	\$2 million

Chief Information Officer	All contracts related to area of responsibility	\$500,000
Director of Library Services	Library operation/supply/service contracts	\$200,000
Director, People and Culture	All contracts related to area of responsibility	\$200,000
Director, Property, Facilities and Development	All contracts related to area of responsibility	\$500,000 (except vehicle purchases which have a limit of \$100,000)
	Contracts licensing use of space by external parties for the purposes of the New Venture Institute eNVision Incubator	\$50,000
Associate Director, Capital Development	All contracts related to area of responsibility, only when using a form of contract approved by Legal Services	\$200,000
Associate Director, Customer and Site Services	All contracts related to area of responsibility, only when using a form of contract approved by Legal Services	\$100,000
Principal, Flinders Living	All contracts related to area of responsibility	\$50,000
<b>Office of Marketing, Communications and Engagement</b>		
Executive Director, Marketing, Communications and Engagement	All contracts related to area of responsibility	\$200,000
Director, Marketing	All contracts related to area of responsibility, only once reviewed by Legal Services	\$50,000
Director, Flinders Art Museum	All contracts related to area of responsibility	\$10,000