

**CONTRACT APPROVAL AND SIGNATURE FRAMEWORK (FRAMEWORK)****1. Purpose and scope**

- 1.1 This Framework records where responsibility rests within the University and processes for approving and signing contracts on behalf of the University.
- 1.2 The University enters into a wide range of contracts relating to both academic and corporate activity, as summarised at Appendix 4. This Framework is not intended to be absolutely comprehensive or exhaustive but, in addition to explicitly setting out authorities for specific categories of contract, it provides a frame of reference through which questions about other types of contract may be resolved.
- 1.3 This Framework should be read in conjunction with the University's:
  - (a) [Scheme of Delegated Approvals \(SODA\)](#) setting out the delegated approvals pursuant to the constitutional documentation of the University to its Council, Senate, Committees and to certain individual officers<sup>1</sup>; and
  - (b) [Financial Regulations](#) to ensure that resources are being properly applied for the achievement of the University's strategic plan and business objectives.

**2. Principles**

- 2.1 The following principles underpin this Framework:

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<sup>1</sup> NB this Framework is designed to sit alongside SODA to specify individuals who are authorised to sign agreements behalf of the University, whereas SODA deals with the approvals that ought to be obtained for certain projects and contracts to proceed.

- (a) This Framework applies to all contracts and agreements with any third party/ies which commit the University to incurring expenditure and/or performing obligations, including agreements for the supply of goods and/or services, consultancy agreements, leases, licences, research or grant agreements, OPPA donations/gifts, students related agreements and memoranda of understanding.
- (b) If the University is undertaking any work or collaboration with a third party, be it a supplier, funding body, government department, research partner (whether it is a company or individual), it is expected that a written, enforceable contract should be in place which is approved and authorised by the University.<sup>2</sup>
- (c) In accordance with [Ordinance 12](#), only persons with appropriate authority can enter into valid and binding contracts on behalf of the University.
- (d) A nominated member of staff, the **Sponsor** or **Contract Owner**, must be accountable for each contract and responsible for taking the contract through the process laid out in section 3 below, and managing the contract in accordance with its terms during its lifespan. The Sponsor is expected to be the individual responsible for, or who oversees, or is involved in the performance of the activity or project to which the contract relates, and is not a member of any support function involved in the review/approval process. However, it is recognised that in certain areas, including contracts supported by the Research and Knowledge Exchange Contracts (**RKEC**) team, it is appropriate for there to be a different division of responsibilities in line with areas of expertise.
- (e) Various stakeholders including professional advisors/services teams should be consulted as appropriate, during the review stage, and before a contract is submitted for approval and signature. However, the Sponsor remains accountable for ensuring the requirements of this Framework are met. Negotiating a contract can take time, therefore, to ensure matters are dealt with effectively and smoothly, and to avoid delay to the project, stakeholders should be involved at the earliest stage possible.

### 3. Contract process

- 3.1 All contracts entered into on behalf of the University should follow broadly the same core approval route, following the steps outlined in the table below. However, as the University enters into contracts through a number of different pathways, the precise process will vary depending on which area of the University initiates the contract and the materiality and value of the contract(s). Some flexibility from this standardised process is allowed,

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<sup>2</sup> It is important to review and check a document's status carefully to see if a contract is incorporated by reference, e.g. a purchase order, a supplier's credit agreement/terms or an order confirmation would usually still form or incorporate a contract.

for example, bulk/routine or low value purchase orders (with a value of under £5,000), or where there is an existing pre-approved process in place authorised by a Professional Service Director or Dean (or more senior individual).

- 3.2 Sponsors should also ensure that matters requiring early consideration, including regulatory compliance, data protection, tax, insurance and partner due diligence, are reviewed before contract negotiation commences and appropriate action is taken to address the same. For further information on research due diligence, please contact: [research-integrity-and-ethics@york.ac.uk](mailto:research-integrity-and-ethics@york.ac.uk).

Stage	Actions	Notes
Review and negotiate	<p>The Sponsor considers whether the contract:</p> <ul style="list-style-type: none"> <li>(i) contains appropriate terms and conditions;</li> <li>(ii) presents a risk profile that is acceptable to the University; and</li> <li>(iii) is deliverable.</li> </ul> <p>Other colleagues, and stakeholders, such as Finance, Legal Services, RKEC, Procurement, HR etc may be involved in the contract review and support negotiations but are not accountable for the overall content of the contract. For example, Legal Services and RKEC teams can advise on contractual risk and protections but the Sponsor is required to make final decisions on contractual positions, or escalate the matter, if required (see stage below).</p> <p>Please refer to contract guidance at Appendix 1 summarising the issues and considerations to be taken into account when developing/reviewing a contract.</p>	<p>University standard terms and conditions should be used where possible to ensure best practice, consistency, and efficiency – please check with Legal Services or RKEC regarding templates and precedents that are available for any new contracts.</p> <p>As a charity and recipient of public funds, the University must carefully consider potential risks and liabilities and take a cautious approach to protect the University from undue risk and financial liability and other consequences (e.g. reputational harm).</p> <p>Third party service and supply contracts with a whole-life value greater than £214,904 (including VAT)<sup>3</sup> are likely to be subject to procurement legislation, requiring the Procurement team to lead a transparent competitive process under which negotiation is strictly controlled by that team. For further guidance on thresholds and processes for purchasing goods, services and equipment, please see <a href="#">How to buy – the key rules</a>.</p>

<sup>3</sup> Procurement thresholds are subject to periodic reviews and updates. Please contact the Procurement team to confirm the current values that would trigger application of public procurement rules.

<p>Escalate (if necessary)</p>	<p>If the contract, or any particular clauses, are considered high risk, the matter should be escalated to a senior officer to determine whether the risk is acceptable, taking account of the value and business criticality of the contract to the University. Colleagues in Professional Services (e.g. Legal Services, RKEC and Finance) involved in the contract review, drafting and negotiation process will advise on legal, contractual, and financial risks and flag any issues or concerns to the Sponsor to be escalated. Professional Services teams will also advise on mitigation measures that may be used to mitigate risks.</p> <p>Where escalation is required, the Sponsor should follow the escalation process set out in Appendix 2 to review the risk(s), implications and determine the appropriate way forward.</p>	<p>Contracts are usually negotiated, and accommodations may be reached to mitigate risks.</p> <p>However, there may be red lines for counter-parties that result in a significant risk to the University (e.g. it exposes the University to disproportionate financial, commercial or legal risk, it is contentious for staff/students or it is likely to attract media interest or give rise to reputational concerns).</p> <p>Factors which might support a view that the contract is high risk are set out below. Colleagues in Legal Services, RKEC and Finance can provide support to identify such risks.</p> <ul style="list-style-type: none"> <li>• status of the other party/ies to the arrangement and the type of work they deliver or support, e.g. if it were sensitive or controversial in nature</li> <li>• unreasonable and disproportionate contractual obligations, e.g. above market price or costs, onerous or complex deliverables for the University, inflexible research outcomes or valuable intellectual property transfer to third parties</li> <li>• unreasonable contingent or uncapped liabilities disproportionate to the contract value, e.g. unlimited or excessive indemnities (in terms of scope and/or value) or unlimited liabilities or penalty clauses</li> <li>• restrictions on academic freedom or unduly onerous confidentiality clauses</li> <li>• foreign law and jurisdiction clauses</li> <li>• other legal/compliance risks that are not appropriately mitigated</li> </ul>
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Approval and signature	<p>The template contract approval form set out in Appendix 3 (“<b>Contract Approval Form</b>”)* should be completed by the Sponsor, setting out:</p> <ul style="list-style-type: none"> <li>(i) high level particulars in relation to the contract;</li> <li>(ii) the categorisation of risk arising from the contract (low, medium or high) based on substance, value and duration; and</li> <li>(iii) stakeholders who have been involved in the contract review process.</li> </ul> <p>The signatory acts as the final approver, and determines, based on the recommendation of the Sponsor, whether the contract is acceptable to sign.</p> <p>If satisfied, the signatory, with authority to commit and bind the University, signs the contract on behalf of the University.</p> <p>* PROVISIO: A lighter touch or alternative approach may be adopted by teams locally where there is a pre-approved system in place or authorised by a Professional Service Director or Dean (or more senior individual)</p>	<p>Requests to sign must be accompanied by a completed Contract Approval Form (unless a lighter touch approach has been authorised) to give assurance that the contract:</p> <ul style="list-style-type: none"> <li>• has undergone a risk assessment, and the risks associated with the contract are understood and accepted;</li> <li>• is deliverable by the University;</li> <li>• meets internal compliance processes; and</li> <li>• meets internal governance requirements.</li> </ul> <p>Signature of the contract is the point at which a legally binding commitment is made by the University.</p> <p>Only authorised members of staff may sign contracts on behalf of the University. Please refer to section 4 and Appendix 4 of this Framework for further details.</p> <p>When determining the contract value and appropriate signatory in accordance with Appendix 4, the Sponsor should consider and factor in all additional costs associated with the project/procurement. By way of example, buying a vehicle also requires the purchaser to incur the costs of insurance, road tax, fuel, maintenance and consumables, thereby indirectly committing the University to ancillary contracts and expenditure.</p>
Storage/retention	<p><i>[A process for storage and retention of records across the University, and identifying the appropriate repository for signed contracts, is currently under development as a separate workstream and this section will be updated once that exercise has been completed]</i></p>	<p>Contracts must be complete, secure, and traceable and retained for at least 6 years (for a simple contract) and 12 years (for a deed) after performance of the contract or project has completed.</p>

	<p>The final, signed version of the contract should be stored and retained in accordance with the <a href="#">Information and Records Management Policy</a>.</p>	<p>Contract storage and retrieval should comply with the Information and Records Management Policy and meet the following criteria:</p> <ul style="list-style-type: none"> <li>• it must be possible to find the contract during the period of retention;</li> <li>• schedule of all contracts held within each area of the University should be available; and</li> <li>• a complete version of the contract should be kept, including a conformed copy of the terms and conditions, all schedules/appendices/exhibits and all parties' signatures and any subsequent variations, amendments, or addendums to the original contract.</li> </ul>
Delivery and exit	<p>The Sponsor ensures the contract is delivered or performed in accordance with its terms and is responsible for monitoring and managing the exit process.</p>	<p>The Sponsor must ensure that the University meets its obligations under the contract and manage the contract during its lifetime or delegate this responsibility accordingly.</p> <p>The Sponsor must also ensure that the requisite notice is served to terminate (or renew) the contract when appropriate. It is recommended that the Sponsor sets up a reminder to ensure that all notices are correctly served on time, in compliance with any notice formalities (e.g. how, by what method and when notice can be served) that must be followed to ensure the notice is effective, enforceable and lawful. Advice should be sought from the Legal Services team in relation to contract termination if there is any uncertainty.</p>

#### 4. Authorised signatories

4.1 Only authorised members of staff may sign contracts on behalf of the University.

- 4.2 Approving bodies and individuals who may approve certain matters and levels of expenditure are set out in SODA, which is approved by the Council. Authorised signatories who may sign different types of contracts on behalf of the University, depending on their category and value, are set out in Appendix 4 of this Framework. The individuals listed may delegate signature to other staff members as provided for in Appendix 4. The authorised signatories may be updated from time to time and if any changes are sought, please contact: [governance@york.ac.uk](mailto:governance@york.ac.uk).
- 4.3 Contracts should not be signed, or signed off, by professional advisors, such as Legal Services or Procurement colleagues, who provide independent counsel on the terms of a contract but do not act as approvers or signatories.
- 4.4 Similarly, contracts should not be developed, reviewed, signed, or signed off by committees. Contracts are often the product of decisions taken by committees, but it is not the committee's role to draft or approve the terms of a contract, *unless* there is a requirement to do so by the other party/ies to the contract.
- 4.5 There is a separate process for execution of deeds, as laid out in [Ordinance 11](#). Refer to further guidance at Appendix 5 below in relation to deeds.
- 4.6 Subject to the use of the seal and the terms of the contract, electronic signatures (e.g. using Docusign or similar systems) are acceptable.

## **5. Appendices**

Appendix 1 – Contract Guidance

Appendix 2 – Escalation Process

Appendix 3 – Contract Approval Form

Appendix 4 – Delegated Authority to Sign Contract Documents on behalf of the University

Appendix 5 – Execution of Deeds

**March 2024**

## Appendix 1

### Contract Guidance

When a Sponsor is presented with, or is involved in developing a contract, the following issues should be taken into account at the review stage (before approval and signature) to help ensure the University achieves the deal being sought on appropriate terms and conditions. This is intended as a high level guide only, to inform and assist with the contract review and negotiation process, and if any further support is required to understand the contract terms and risk profile then please seek advice from the Legal Services, RKEC and/or Procurement team. It is acknowledged that for certain contracts, e.g. grant funder terms, certain positions are presented as “take it or leave it” and so the University may not be able to adopt all of the ideal positions detailed below. In such cases, and where the risk falls within one of the areas identified in Appendix 2, please refer to the escalation process set out in Appendix 2 below.

Comments and considerations	Actions / issues to confirm
<ol style="list-style-type: none"> <li>1. <b>General:</b> Read the contract very carefully – every clause is important, and it is essential to ensure that the terms and conditions are understood by, and acceptable to, the University. There should be clarity and a clear delineation of the respective rights and responsibilities of the parties involved. It is essential to ensure that the University can comply with any duties placed on it to avoid being in breach of contract further down the line. Capitalised terms used throughout the contract mean that they have been ascribed a definition in the definitions and interpretation section (usually at the beginning or in a schedule or appendix to the contract). Definitions should be reviewed to ensure they accurately capture what is intended to be meant by the relevant term.</li> <li>2. <b>Deliverables:</b> Ensure that the services, supplies or any other deliverables being provided by the other party are accurately and clearly described with sufficient detail, and that the contractual commitments match what is required and expected. This is important to avoid any disputes at a later date about what each party has agreed to do, and be responsible for, under the terms of the contract.</li> <li>3. <b>Term and termination:</b> <ol style="list-style-type: none"> <li>a. Consider the duration of the contract and avoid entering into a contract that is longer than necessary, or which cannot be terminated on an acceptable period of notice. This will depend on the context but, for example, it is not desirable to be locked into a services agreement for 5 years with no ability to exit. As a general rule, the University should not enter into a contract that ties the University into a period of longer than 12 months <u>unless</u> there is a compelling reason for doing so (e.g. to align with the</li> </ol> </li> </ol>	<p><b>Read contract</b></p> <p><b>Check definitions</b></p> <p><b>Ask if any wording is not clear to you – make it simple so you clearly understand it</b></p> <p><b>Check length of contract plus extensions</b></p> <p><b>Ensure there is a simple right to termination giving one to three</b></p>



<p>duration of a specific project that the University is committed to), <u>or</u> the University has the right to terminate early for convenience, ideally on a maximum of 3 months' notice, in order to maintain flexibility if plans change. Without a right to terminate for convenience, it is often difficult, if not impossible, to terminate early without adequate grounds – if relying on the right to terminate for the other party's material or persistent breach of its obligations, there is usually an opportunity for the other party to remedy the breach before the right can be exercised, and it may be the case that, even if performance is sub-standard, it is not sufficiently poor to enable the University to lawfully terminate the contract.</p> <p>b. It is also advisable to include a termination right to allow the University to end the contract immediately if the other party does something which could damage, or has damaged, the University's reputation.</p> <p>c. Ensure the contract does not automatically renew or extend for a further lengthy period unless that is what the University wishes to achieve. Also ensure there is an appropriate timescale to give notice if the University does not want the contract to renew, i.e. avoid a situation where the University has an extremely limited window of opportunity to give such notice.</p> <p>4. <b>Consequences of termination:</b> Consider what happens when the contract terminates and make sure that there are no 'punitive' payments or unreasonable restrictions on what the University can do going forward. Some parts of a contract should be stated to survive termination to ensure they continue to be enforceable after the contract has ended (such as limitations of liability, indemnities, warranties, liquidated damages, confidentiality, restrictive covenants, intellectual property rights, dispute resolution procedure).</p> <p>5. <b>Payment:</b> If the University is required to make payment under the contract, check when and how this should occur. The University should not be contractually obliged to make payment until after delivery (i.e. payment should be in arrears and not in advance). Phased payment terms for supply agreements should not be accepted without reference to the Procurement team. Ideally, payment by the University should be at least 30 days from the date of a valid invoice. Also ensure that late payment is not subject to an unreasonably high rate of interest that would unfairly penalise the University.</p> <p>6. <b>Warranties:</b> A warranty is a contractual assurance or promise, a breach of which may give rise to a claim for damages by the other party for losses suffered. The University can commit to working to a high standard (using reasonable skill and care) but should not guarantee particular results or outcomes, for example the University should avoid giving warranties about projected</p>	<p><b>months' notice ( i.e. without a need to prove any breach or time to remedy)</b></p> <p><b>Is there a right to terminate immediately if other party acts detrimentally to University's reputation?</b></p> <p><b>Do you want to renew? Or to have an option to renew – and at what point?</b></p> <p><b>What will happen if the contract terminates early? Do you need the other party to provide information or cooperate with you?</b></p> <p><b>Check payment details, dates and values</b></p> <p><b>Warranties entitle other party to damages if breached.</b></p>
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<p>outcomes or forecasts that are not certain. Therefore, the University should only give limited warranties about factual matters that can be confirmed at the time the contract is entered into, for instance warranties confirming it has obtained all internal approvals necessary to enter into and perform the contract. E.g. if entering into IP warranties the University must have checked it has all the permissions granted from any rights holders to use the IP before offering any warranties to provide assurance that the warranty is accurate and would not be breached.</p>	<p><b>Confirm warranties are essential and factually achievable</b></p>
<p>7. <b>Liability:</b> There may be a clause dealing with either or both parties' liability (the level of responsibility a party will accept should things go wrong). It is likely the other party, particularly a supplier, will want to limit its liability, with exclusions that are not recoverable (e.g. indirect and consequential loss) and a financial cap on its liability. It is important to ensure that any cap on liability accepted is appropriate and realistic and would cover any losses the University might reasonably suffer as a result of the other party's acts and omissions. The University's liability should also be capped if it is providing substantial obligations and/or indemnities (see below) to the other party to avoid exposure to open-ended liability.</p>	<p><b>What could go wrong with the contract? How likely is this?</b></p> <p><b>Who would be responsible for this?</b></p>
<p>8. <b>Indemnities:</b> An indemnity provides protection against, or compensation for, a specific loss or liability. Generally, any indemnities to be given by the University should be resisted on the basis that the other party/ies can rely on a general contractual claim for damages, which would be assessed by the Court. The University is a charity and must act prudently and must not give unlimited indemnities. However, indemnities are often a contentious point in contract negotiation and any indemnities that are agreed should be narrow and reasonable to cover a specific category of loss only. Indemnity clauses require careful drafting so there is clarity and certainty on how they are triggered (as this is defined in contract and not law), the scope of losses they cover and, if they relate to third party claims, how such claims would be handled. Please seek support from Legal Services or RKEC (as applicable) on the drafting of any indemnities.</p>	<p><b>What could go wrong and need the University to be compensated by the third party?</b></p> <p><b>Limit all indemnities given by the University – check if unsure</b></p>
<p>9. <b>Insurance:</b> It should generally be a requirement (unless there are exceptional circumstances) that the other party has appropriate insurance in place to cover its obligations and liabilities under the contract and to provide evidence of the same on request. Should the University ever need to claim against the other party, this may be the first port of call and provides assurance that there are funds available to respond to the claim and cover the University's losses. Please refer any queries regarding the insurance policies and levels of cover to the Insurance team: insurance-enquiries@york.ac.uk.</p>	<p><b>Has other party valid and appropriate insurance?</b></p> <p><b>Does the University's insurance apply? Seek advice from the Insurance team in this regard if necessary</b></p>
<p>10. <b>Intellectual property:</b> Intellectual property rights owned by each party before the start of the project/agreement (usually termed "background IPR") may be licensed to the other but only for the purpose of the project/agreement. Any further rights to use the</p>	<p><b>Intellectual property licences, warranties</b></p>

<p>University's background IPR, and ownership and use of any <b>"foreground IPR"</b> generated as a result of the activities carried out pursuant to a contract, is a matter for commercial agreement. Any licensing or revenue sharing in relation to background and foreground IPR should be subject to appropriate commercial terms in consultation with RKEC, or the <a href="#">Commercialisation Team</a> or Legal Services depending on the context.</p> <p>11. <b>Confidentiality:</b> Depending on the type of agreement and project, confidentiality obligations will need to be balanced with appropriate exceptions, taking into account, for example, information that is required to be disclosed pursuant to statutory and regulatory requirements (including Freedom of Information Act and Environmental Information Regulations disclosure obligations to which the University is subject), to comply with any order from a court, governmental or other competent body, and any funder or student requirements. It is also important to note that it is prohibited (under the Higher Education (Freedom of Speech) Act 2023) to enter into any non-disclosure or confidentiality agreement which prevents a complainant talking or sharing information about 'misconduct'. For the purposes of the Act, 'misconduct' means: (a) sexual abuse, sexual harassment or sexual misconduct; and (b) bullying or harassment not falling within paragraph (a).</p> <p>12. <b>Data Protection:</b> The University has clear policies on how personal data should be dealt with. <a href="#">Review the data protection staff guidance for further information</a>. If it is envisaged that there will be any personal data or special category data shared between the parties in connection with the contract then appropriate data protection clauses will need to be included to ensure the University complies with legislation and best practice. Due diligence may also be required in relation to a third party's information security protocols to ensure they are sufficiently robust. Please seek advice from the Information Governance team on data protection provisions in the contract: <a href="mailto:dataprotection@york.ac.uk">dataprotection@york.ac.uk</a> and the IT team in relation to information security requirements.</p> <p>13. <b>TUPE:</b> Some contracts may refer to TUPE/Transfer of Undertakings (Protection of Employment) Regulations – this is complex legislation that may affect the University if there is a service transfer from one party to another (e.g. outsourcing or insourcing a service or transferring a service from one supplier to another). If any staff are likely to be subject to TUPE on commencement or termination of a contract, please get in touch with the HR team, who may involve Legal Services if required.</p> <p>14. <b>Policies:</b> Ensure that any relevant environmental, social and/or economic issues are considered to ensure compliance with applicable legislation e.g. anti-bribery, modern slavery.</p> <p>15. <b>Governing law and jurisdiction:</b> The University's general policy is that England and Wales is the governing law of contracts and any</p>	<p><b>and revenue sharing need to be negotiated and be in accordance with University's IP Regulation 12</b></p> <p><b>The negotiations may require a separate Confidentiality Agreement / Non-Disclosure Agreement</b></p> <p><b>Consider what needs to be kept confidential and for how long</b></p> <p><b>Comply with University's Data Protection policies</b></p> <p><b>Does the contract contain personal data or special category data?</b></p> <p><b>Do you need a Data Protection Impact Assessment</b></p> <p><b>Are staff or their job roles likely to be affected, could they be transferred to another organisation or vice-versa?</b></p>
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<p>dispute arising out of, or in connection with, the contract is subject to the exclusive jurisdiction of the English courts. Other dispute resolution mechanisms can be included, such as escalation or mediation, if these are a pre-cursor to litigation as they are often quicker, cheaper and less adversarial. It is strongly recommended not to agree to governing law of another (foreign) legal system, or arbitration or jurisdiction of overseas courts because this creates uncertainty and a risk of very costly legal disputes in which lawyers qualified in the relevant jurisdiction would need to be instructed to handle the matter. It is possible, and not unusual, to insist on English law and jurisdiction when contracting between parties in different jurisdictions on the basis that English law/jurisdiction is recognised as a neutral contracting environment, with well-established legal precedents, and is commonly and widely used for international commercial contracting and dispute resolution.</p>	<p><b>Governing law: the law applied to the interpretation of the contract</b></p> <p><b>Jurisdiction: any disputes would be referred to English Courts</b></p> <p><b>Choose English law</b></p>
<p>16. <b>Export control:</b> The UK export control regime imposes restrictions on exporting military goods, WMD, transferring military software or technology including dual use items, and providing related technical assistance or brokering services. They also apply when their concerns about end-use or end user or when destinations are subject to sanctions or other restrictions. Before agreeing to any research collaboration, researchers and institutions must first undertake a due diligence process to assess if the UK's export controls apply, whether an exemption applies and, if necessary, apply for and obtain an export licence.</p> <p>Further guidance can be found on the <a href="#">Export Controls webpage</a>.</p>	<p><b>Do export controls apply to the contract or the area of research covered? Where does it take place?</b></p> <p><b>Check guidance if you are unsure - breaching export controls is a criminal offence</b></p>
<p>17. National Security and Investment Act 2021 allows the Government to scrutinise and intervene in certain <b>acquisitions</b> made by anyone including businesses and investors that could harm the UK's national security. The University is legally obliged to inform the Government about any acquisitions of certain entities in 17 areas:</p> <ul style="list-style-type: none"> <li>▪ Advanced Materials</li> <li>▪ Advanced Robotics</li> <li>▪ Artificial Intelligence</li> <li>▪ Civil Nuclear</li> <li>▪ Communications</li> <li>▪ Computing Hardware</li> <li>▪ Critical Suppliers to Government</li> <li>▪ Cryptographic Authentication</li> <li>▪ Data Infrastructure</li> <li>▪ Defence</li> <li>▪ Energy</li> </ul>	<p><b>Is the University having anything acquired which might harm UK's national security?</b></p> <p><b>E.g. IP relating to one of 17 areas or a spin-out investor</b></p>

<ul style="list-style-type: none"> <li>▪ Military and Dual-Use</li> <li>▪ Quantum Technologies</li> <li>▪ Satellite and Space Technologies</li> <li>▪ Suppliers to the Emergency Services</li> <li>▪ Synthetic Biology</li> <li>▪ Transport</li> </ul> <p>Further guidance can be found on the <a href="#">National Security and Investment Act GOV webpage</a>.</p>	
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Finally, if in doubt, please contact a member of the Legal Services, RKEC or Procurement teams (as applicable) for assistance.

## Appendix 2

### Escalation Process

During the negotiation process, the Sponsor should seek to negotiate the best outcome for the University. However, there may be times where a counter-party puts forward positions that are unusual and/or onerous and pose a disproportionate risk to the University, balanced against the benefits that the University would achieve from the opportunity.

The table below sets out guidelines to be followed by the Sponsor, acting on advice from Professional Services teams, where it is considered necessary to escalate any issues or risks to a senior leader to confirm if the proposed position can be agreed by the University, or if it represents a red line for the University (in which case the contract cannot proceed unless appropriate concessions are achieved). When escalating a matter in accordance with this process, the Sponsor should ensure that they provide sufficient background information in relation to the negotiation and risk profile, in the context of the wider relationship, to allow the senior leader to assess the risk and balance this against the potential benefits to the University. It is also important that the senior leader understand any risks that extend beyond the life of the contract, e.g. exposure under collateral warranties or data protection breaches.

Issue/Risk	Trigger and considerations	Escalation <sup>4</sup>
<u>Counter-party</u> The University should carry out due diligence on its counter-party to ensure it would not result in reputational or financial damage to, or have any other adverse effect on, the University.	The status of the other counter-party/ies and/or type of work they undertake or support is sensitive or controversial in nature.	Chief Operating Officer Deputy Vice Chancellor
<u>Contract deliverables</u> It is essential that the University can comply with any obligations and commitments that are	Unreasonable and disproportionate contractual terms imposed on the University, such as above market price or costs, onerous or complex	Relevant Pro-Vice-Chancellor for their portfolio area Chief Operating Officer

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<sup>4</sup> Where there is more than one escalation point, the matter should be referred to the individual holding the portfolio most closely matching the project/contract. The individual may also delegate responsibility for decision-making to an authorised deputy of an appropriate level of seniority (for example Faculty the Dean may delegate to an Associate Dean or a PVC may delegate to an Associate PVC), providing this is clearly recorded in writing.

agreed in the contract to avoid being in breach of contract, which could result in disputes and legal action.	deliverables for the University, or guarantee of inflexible outputs or unlimited indemnities.	Director of Finance Director of Technology, Estates and Facilities Faculty Dean
<u>Liability/indemnity</u>  Wide indemnities and uncapped liability expose the University to open-ended and unquantifiable losses.	Unreasonable and disproportionate indemnities to be given by the University and/or other liabilities under the contract are uncapped or disproportionately high or that could be viewed as penalties, e.g. liability significantly exceeding: <ul style="list-style-type: none"> <li>the overall contract value or benefit to the University (financial or otherwise); or</li> <li>the levels of insurance cover the University has in place/is able to obtain at a reasonable and proportionate cost</li> </ul>	Relevant Pro-Vice-Chancellor for their portfolio area  Chief Operating Officer  Director of Finance  Director of Technology, Estates and Facilities  Faculty Dean
<u>Intellectual property</u>  Use and exploitation by a third party of any valuable intellectual property that the University has been involved in creating should be subject to appropriate commercial terms and proportionate to the party's level of funding/contribution to project costs.	The contract provides for a position which is outside the University's policies in relation to intellectual property, i.e. counter-party retains foreground intellectual property where the overarching terms and such party's contribution is not sufficient to justify this position.	Relevant Pro-Vice-Chancellor for their portfolio area  Faculty Dean  Director of Research, Innovation, Knowledge and Exchange
<u>Compliance</u>	The contract requires the University be compliant with non-UK laws and regulations that are either	Deputy Vice-Chancellor

<p>The University's professional advisors (e.g. in Legal Services) are only qualified to advise on English laws. If the contract refers compliance to foreign laws or regulations, then it is not possible to carry out a meaningful risk assessment of accepting such a position. The University should not enter into a contract without understanding the legal position, risks, and implications - for example, in certain cases, violations of these provisions may trigger criminal liability.</p>	<p>not familiar or properly understood, or that are known to have stringent requirements.</p> <p>In certain situations, this may be a red line for the other party (e.g. when dealing with funding from US sources). If the University is willing to accept this position, it will be necessary to demonstrate that the risks have been fully considered, assessed, and understood based on the facts and that, where possible, measures have been put in place to mitigate the risks, e.g. reasonable caps on liabilities and consider whether insurance can be put in place.</p>	<p>Relevant Pro-Vice-Chancellor for their portfolio area</p> <p>Chief Operating Officer</p> <p>Faculty Dean</p>
<p><u>Governing law and jurisdiction</u></p> <p><i>Governing law</i></p> <p>If the other party proposes that substantive law, other than the law of England of Wales, will apply to the contract, this means all issues relating to the contract in question, including interpretation, performance and consequences of breach and assessment of damages will be governed the laws of that legal system. As noted above, the Legal Services team are not qualified to advise on foreign laws and a lawyer qualified in the relevant choice of law would need to be instructed to review and advise on the contract, which will lead to additional cost and delay. Failure to agree a governing law can cause costly and time-consuming disputes about which law should apply.</p>	<p>The Sponsor is unable to negotiate a position where the contract is governed by the laws of England and Wales, and any disputes in connection with the contract are subject to the exclusive jurisdiction of the Courts of England and Wales.</p> <p>As above, if the University willing to accept an alternative position, it will be necessary to demonstrate that the risks have been fully considered, assessed and understood based on the facts, and that, where possible, measures have been put in place to mitigate the risks, e.g. use of reciprocal jurisdiction/governing law clauses with the law/jurisdiction of the defending party being applicable if it is considered unlikely that the University would commence litigation against the other party. In essence, the value or benefit of the contract should outweigh the risk</p>	<p>Deputy Vice Chancellor</p> <p>Relevant Pro-Vice-Chancellor for their portfolio area</p> <p>Chief Operating Officer</p> <p>Faculty Dean</p>



<p><i>Jurisdiction</i></p> <p>Reference to any other jurisdiction outside England and Wales to resolve disputes will create uncertainty and cause the University to incur significant cost and time in the resolution of the dispute due to: availability and cost of legal representation and location of the parties and witnesses; language barriers; potential issues with the quality of the court system; and the risk of difficult and unknown procedural issues, including disclosure requirements, recovery of costs and enforcement.</p>	<p>(consider the likelihood of the risk occurring and its impact) arising from agreeing to a non-English jurisdiction or governing law.</p>	
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## Appendix 3

### Contract Approval Form

This template form needs to be completed by the Sponsor and must accompany any contract for signature to the authorised signatory unless an alternative process has been authorised and agreed (please see proviso above at page 5). It is the Sponsor's responsibility to seek the appropriate input from stakeholders and ensure that the Contract Approval Form is fully completed.

<b>Contract Approval Form</b> <b>[Name/title of contract]</b>		
Project description	<i>[insert brief description of type and purpose of contract]</i>	
Please provide background details on the contract, including particulars below:		
Origin and approvals	<i>[Details of person/body who initiated the contract/project and any approvals sought/obtained to date, if applicable]</i>	
Income/Expenditure	<i>[confirm aggregate total value of contract in financial terms and other benefits to University]</i>	
Duration	<i>[confirm term and anticipated end date and any exit clauses/break rights if they exist]</i>	
Key deliverables	<i>[provide high level details of what each party will deliver under the contract]</i>	
Risk assessment	<i>[Overall risk to University to be categorised as low, medium or high and provide details:</i> <ul style="list-style-type: none"> <li>● <i>Low risk is one which is unlikely to occur, and which will have little or no impact on the University or the provision of supplies and services under the contract</i></li> <li>● <i>Medium risk is one which is likely to occur, and which will have significant impact on the University and/or the provision of supplies and services under the contract</i></li> <li>● <i>High risk is one which is almost certain to occur and will have a major impact on the University and/or the provision of supplies and services under the contract]</i></li> </ul>	
Significant risks	<i>[if medium or high risk, highlight key risks and indicate who owns the risk and what measures will be put in place to mitigate the risks identified]</i>	
Reviewers/approvers		
Individual and Department	Comments/approval	Date

<i>[List and complete for all those involved in reviewing/approving the contract – examples below but the list can be supplemented/amended]</i>	<i>[Highlight any issues/concerns/advice raised]</i>	<i>[date reviewed/commented]</i>
Sponsor		
Head of Department/Faculty		
Procurement		
Legal		
Information Governance		
Estates		
IT Services		
HR		
Any other committee/governing body		
Who will manage the contract operationally		
Any special considerations	<i>[E.g. document to be executed using the seal, deadline for signature]</i>	
Name of signatory		
Date		

## Appendix 4

### Delegated Authority to Sign Contractual Documents on behalf of the University

#### GUIDANCE NOTES:

- This section only applies once the contract has been through the review, negotiation and escalation process set out in the preceding sections of the Framework.
- Where there is more than one possible signatory, the individual holding the portfolio most closely matching the project should be asked to sign.
- Designated signatories may appoint a deputy to sign on their behalf (e.g. to cover any absences or high volume of contracts), providing there is audit trail evidencing such authorisation.
- For any contract that falls into any of the University wide descriptions, the authorised signatory must be one of those listed for that category.
- For other contracts that are lower value/risk and/or are specific to certain faculties/departments/professional services, please refer to the relevant area of risk ownership below.

Area within University with risk ownership	Contract and scope of delegation	Delegated authority – signatory	Special considerations
<b>University wide contracts</b>	Any contract, irrespective of financial value or commitment, which:  (a) binds the whole University (e.g. at corporate level, or across all or most departments); or  (b) is of strategic importance to the University; or  (c) affects the University's financial standing	<ul style="list-style-type: none"> <li>▪ Vice Chancellor</li> <li>▪ Deputy-Chancellor</li> <li>▪ Pro-Vice-Chancellor</li> <li>▪ Academic Registrar</li> <li>▪ Chief Operating Officer</li> <li>▪ Director of Finance</li> <li>▪ Director of Technology, Estates and Facilities</li> <li>▪ Director of External Relations</li> <li>▪ Faculty Dean</li> </ul>	
	Any contract with an aggregate value exceeding £1,000,000 (£1 million)	<ul style="list-style-type: none"> <li>▪ Vice Chancellor</li> <li>▪ Deputy-Chancellor</li> <li>▪ Pro-Vice-Chancellor</li> <li>▪ Academic Registrar</li> <li>▪ Chief Operating Officer</li> </ul>	

		<ul style="list-style-type: none"> <li>▪ Director of Finance</li> <li>▪ Director of Technology, Estates and Facilities</li> <li>▪ Director of External Relations</li> </ul>	
	Any contract with an aggregate value exceeding £100,000 and up to £1,000,000 (£1 million)	<ul style="list-style-type: none"> <li>▪ Vice Chancellor</li> <li>▪ Deputy-Chancellor</li> <li>▪ Pro-Vice-Chancellor</li> <li>▪ Academic Registrar</li> <li>▪ Chief Operating Officer</li> <li>▪ Director of Finance</li> <li>▪ Director of Technology, Estates and Facilities</li> <li>▪ Director of External Relations</li> <li>▪ Faculty Dean</li> </ul>	
	Contracts assessed as high risk	<ul style="list-style-type: none"> <li>▪ Vice Chancellor</li> <li>▪ Deputy Vice-Chancellor</li> <li>▪ Pro-Vice-Chancellor</li> <li>▪ Chief Operating Officer</li> <li>▪ Director of Finance</li> </ul>	Please refer to high risk factors at section 3 of this Framework
<b>Procurement</b>	Purchase of goods and/or services (including consultancy agreements) up to £100,000	<ul style="list-style-type: none"> <li>▪ Faculty Dean</li> <li>▪ Director of Technology, Estates and Facilities</li> <li>▪ Director of Human Resources</li> <li>▪ Director of External Relations</li> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Academic Registrar</li> </ul>	

	Contract up to £10,000	<ul style="list-style-type: none"> <li>▪ Head of Academic Department or School</li> <li>▪ Head of Department within Professional Services</li> </ul>	
<b>Research and Commercialisation</b>	Collaboration or partnership agreement (or similar)	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Faculty Dean</li> </ul>	
	Research bids and grant agreements over £1 million	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Faculty Dean</li> </ul>	
	Research bids and grant agreements up to £1 million	<ul style="list-style-type: none"> <li>▪ Associate Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Faculty Dean</li> </ul>	
	Commercialisation agreements (including financial intellectual property licences / assignments granted by the University)	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research, Innovation, Knowledge and Exchange</li> </ul>	

	Agreement for clinical trials or research	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Faculty Dean</li> </ul>	
	Material Transfer Agreement Evaluation Agreements Non-binding Memorandum of Understanding / Heads of Terms / Term Sheets Non-financial intellectual property licence	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Faculty Dean</li> <li>▪ Head of Academic Department or School</li> </ul> <p>OR</p> <p>Head of Commercialisation may sign where terms are based on pre-approved University templates or have been agreed following advice from Legal Services team or Research and Knowledge Exchange Contracts team (as applicable)</p>	
	Intellectual Property assignments granted to the benefit of the University  All documents and forms relating to intellectual property applications, registrations or other formalities (including powers of attorney)	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research Innovation, Knowledge and Exchange</li> <li>▪ Head of Commercialisation</li> </ul>	

	Contracts for training services provided by the University	<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ For day-today contracts from the CPD team in RIKE, that do not involve external public funding or any complexities, the Head of the CPD team</li> </ul>	
Finance	Letters of engagement with external accounting bodies or other professional advisors	<ul style="list-style-type: none"> <li>▪ Chief Operating Officer</li> <li>▪ Director of Finance</li> </ul>	
	Guarantees provided or received	<p>Approved signatory in connection with the use of the seal</p> <p>If a guarantee is not sealed then it must be signed by the Director of Finance or Group Financial Controller (in accordance with <a href="#">Financial Regulation 7.4</a>)</p>	To be executed as a Deed – see <a href="#">Ordinance 11</a> and Appendix 5 of this Framework
	Disposal of, or security on, the University's financial assets (e.g. shares)	Director of Finance	
	All documents pertaining to the University's shares in subsidiaries that are not spin-outs (save for disposals of, or the granting of security on, such subsidiary shares)	Director of Finance	



<b>Spin-outs</b>	Documents relating to formation of spin out companies (including corporate formation steps and intellectual property transfers /licences from the University to the spin-out)	<p>Always in accordance with the principles and approvals set out by the Subsidiaries Management Group under its Annual Review of Governance of Spin-outs (or any similar document):</p> <ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Director of Finance</li> </ul>	
	Documents relating to University shares in spin-out companies (post-spin out) (excluding the disposal of the University's shares in a spin-out which are governed under the <i>Finance</i> section above)	<p>Always in accordance with the principles and approvals set out by the Subsidiaries Management Group under its Annual Review of Governance of Spin-outs (or any similar document):</p> <ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research Innovation, Knowledge and Exchange</li> <li>▪ Head of Commercialisation</li> </ul>	
<b>Estates</b>	<p>Sale or transfer of land</p> <p>Mortgages</p> <p>Charges</p> <p>Leases</p> <p>Surrenders of a legal estate or interest in land</p>	Approved signatory in connection with the use of the seal	To be executed as a Deed – see <a href="#">Ordinance 11</a> and Appendix 5 of this Framework

	Capital and infrastructure projects and revenue maintenance contracts up to £100,000	Director of Technology, Estates and Facilities	Refer to: <ul style="list-style-type: none"> <li>Paragraph 8 of the <a href="#">Table of Specific Delegations</a>, which sets out approvals required to make decisions on capital, estates and infrastructure expenditure</li> <li><a href="#">Financial Regulations, Appendix 1</a></li> </ul>
	Guarantees up to £100,000	Director of Finance	

<b>Disputes and Litigation</b>	Entering into, defending and withdrawing from court or other legal proceedings with liability up to £100,000 and signing court documents	<ul style="list-style-type: none"> <li>Faculty Dean</li> <li>Director of Technology, Estates and Facilities</li> <li>Director of Finance</li> <li>Director of Human Resources</li> <li>Director of External Relations</li> <li>Director of Research, Innovation, Knowledge and Exchange</li> <li>Academic Registrar</li> </ul>	
	Settlement agreements up to £100,000	<ul style="list-style-type: none"> <li>Faculty Dean</li> <li>Director of Technology, Estates and Facilities</li> <li>Director of Finance</li> <li>Director of Human Resources</li> <li>Director of External Relations</li> </ul>	

		<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Academic Registrar</li> </ul>	
<b>Human Resources</b>	Contracts of employment	Director of Human Resources or their authorised deputy	
	Contracts with external training suppliers	<ul style="list-style-type: none"> <li>▪ Director of Human Resources</li> <li>▪ Assistant Director of HR Development</li> </ul>	
	Secondment Agreement	<ul style="list-style-type: none"> <li>▪ Director of Human Resources</li> <li>▪ Assistant HR Directors</li> <li>▪ HR Business Partners</li> </ul>	
<b>External Relations and Global Programmes</b>	Contracts with overseas agents who recruit students	<ul style="list-style-type: none"> <li>▪ Director of External Relations</li> <li>▪ Director of Finance</li> <li>▪ Academic Registrar</li> </ul>	
	Agreements with international higher education institutions, including: Articulation agreements Franchise agreements Validation agreements Dual and joint degree programmes	<ul style="list-style-type: none"> <li>▪ Pro-Vice Chancellor</li> <li>▪ Associate Pro-Vice Chancellor</li> <li>▪ Director of External Relations</li> </ul>	
	Memorandum of Understanding to collaborate with an overseas institution	Director of External Relations	

Student and Academic Services	Student Placement Agreements and Non-Disclosure Agreements in connection with a placement/internship organised by the University	<ul style="list-style-type: none"> <li>Academic Registrar</li> <li>Faculty Dean</li> <li>Pro-Vice Chancellor</li> <li>Associate Pro-Vice-Chancellor</li> </ul> OR Head of Academic Department or School where delegated approval is in place	
	Settlement Agreements with students	Academic Registrar	
	Student bursaries and scholarships	Academic Registrar	
	Validation agreements with UK-based providers	<ul style="list-style-type: none"> <li>Pro-Vice Chancellor</li> <li>Associate Pro-Vice-Chancellor</li> <li>Academic Registrar</li> </ul>	
Information Services	Software contracts	Director of IT Services	
	Third party support contracts	Director of IT Services	
Library, Archives and Learning Services	Licences with publishers, Contracts for Library and Information Systems and Agreements with agencies such as the Copyright Licensing Agency	Director of Library, Archives and Learning Services	
	Licences for learning software	Director of Library, Archives and Learning Services	
	Third party support contracts	Director of Library, Archives and Learning Services	

<b>Gifts</b>	Acceptance of gifts and donations over £100,000	Vice Chancellor	Refer to: <ul style="list-style-type: none"> <li>Paragraph 7.4 of the <a href="#">Table of Specific Delegations</a></li> <li><a href="#">Philanthropy Recognition Due Diligence Policy</a></li> </ul>
	Acceptance of gifts and donations above £25,000 up to £100,000	<ul style="list-style-type: none"> <li>University Secretary</li> <li>Director of External Relations</li> </ul>	
	Acceptance of gifts above £5,000 up to £25,000	<ul style="list-style-type: none"> <li>Director of Philanthropic Partnerships and Alumni</li> <li>Deputy Director of Philanthropic Partnerships and Alumni</li> </ul>	
	Acceptance of gifts up to £5,000	Office of Philanthropic Partnerships and Alumni in line with Philanthropy and Recognition Due Diligence Policy	
<b>Miscellaneous</b>	Confidentiality or non-disclosure agreements (other than Student Placement Agreements and Non-Disclosure Agreements in connection with a placement/internship organised by the University)	<ul style="list-style-type: none"> <li>Deputy Vice-Chancellor</li> <li>Pro-Vice-Chancellor</li> <li>Associate Pro-Vice-Chancellor (where deputising for Pro Vice-Chancellor)</li> <li>Chief Operating Officer</li> <li>Director of Finance</li> <li>Director of Technology, Estates and Facilities</li> <li>Director of External Relations</li> </ul>	

		<ul style="list-style-type: none"> <li>▪ Director of Research, Innovation, Knowledge and Exchange</li> <li>▪ Associate Director of Research Innovation, Knowledge and Exchange</li> </ul>	
	Data Sharing Agreement or Data Processing Agreement	<ul style="list-style-type: none"> <li>▪ Head of Academic Department</li> <li>▪ Head of Department within Professional Services</li> </ul>	
	Sponsorship agreement up to £100,000	<ul style="list-style-type: none"> <li>▪ Pro-Vice Chancellor</li> <li>▪ Associate Pro-Vice-Chancellor</li> <li>▪ Chief Operating Officer</li> <li>▪ Director of Finance</li> <li>▪ Director of Technology, Estates and Facilities</li> <li>▪ Director of External Relations</li> <li>▪ Faculty Dean</li> </ul>	
	Sponsorship agreement up to £10,000	<ul style="list-style-type: none"> <li>▪ Head of Academic Department or School</li> <li>▪ Head of Department within Professional Services</li> </ul>	

## Appendix 5

### Execution of Deeds

[Financial Regulation 21.1.3](#) provides that documents will only be signed under seal if required by law, or if they are of significant strategic importance.

#### *Documents required by law to be executed as a deed*

Certain transactions or circumstances are subject to a statutory or common law requirement for a deed.

Statute requires the use of a deed for the following transactions:

- Transfers of land or interests in land
- Some leases
- Mortgages and charges
- Sales by mortgagee
- The appointment and discharge of trustees
- Powers of attorney, including lasting powers of attorney
- Bills of sale

Common law requires a deed for:

- Any agreement that is made without consideration
- A gift of tangible goods, without delivery of possession
- An express release of certain rights (such as a deed of release of security)
- An assignment of intellectual property rights where there is no/inadequate consideration

#### *Contracts of significant strategic importance*

In considering whether a contract is of significant strategic importance, consideration should be given to the fact that the limitation period for deeds is 12 years (as opposed to 6 years for simple contracts).

Whether the document is a deed or a simple contract, if it is of strategic importance, the constitution dictates that the seal be applied (e.g. this may be the case for ceremonial or accreditation purposes where the seal will need affixing even though the documents are not deeds).

#### *Method of execution*

Historically, documents executed as deeds had to be executed under common seal, i.e. by the physical application of the seal. By section 44 of the Companies Act 2006, companies also now have the option to execute deeds by signature only (by signature of two authorised signatories or a director in the presence of a witness). However, this alternative process of signature only under the Companies Act does not apply to the University.

Accordingly, if the law, or the University's constitution mandates that a document must be executed as a deed, then the seal must be applied in order for it to be validly executed as a deed.

### *Persons authorised to approve use of the seal*

Paragraph 1.1.7 of the [Table of Specific Delegations](#) provides that the following are approved signatories in connection with the use of the seal:

1. Vice-Chancellor
2. Deputy Vice-Chancellor
3. Treasurer
4. Deputy Treasurer
5. Finance Director
6. Chief Operating Officer
7. University Secretary
8. Director of Technology Estates and Facilities

[Financial Regulation 21.1.1](#) states that where a document requires the seal, it must be sealed by one of the above.

### *Execution formalities*

A deed is signed by an authorised individual in front of one or two witnesses (depending on the nature of the document) who will attest the signature. It must be stated on the document to be a deed. The deed must be delivered as a whole document, not just the signature page(s).

In accordance with [Ordinance 11](#), the application of the University seal will be authenticated by the signature of two designated individuals as set out in the Financial Regulations and SODA as follows: the Vice-Chancellor and President, Deputy Vice-Chancellor and Provost, University Secretary, Finance Director, Chief Operating Officer, Director of Technology Estates and Facilities, and the Treasurer, Deputy Treasurer (in exceptional circumstances).

### *Co-ordination*

The University Secretary holds the University seal in safe custody and the Governance and Assurance Office co-ordinates the process for the affixment of the Seal. Please liaise with the Governance and Assurance Office to make arrangements for execution of a deed. The following should be noted:

- The Sponsor who is asking for the University seal to be affixed to a document is responsible for ensuring that all due diligence is undertaken, and distilled as a record which accompanies the document for execution, as a reference point for the signatories authorising affixment of the seal. Insufficient evidence and assurance of due diligence will result in the matter being referred back to the Sponsor.
- Reasonable time and advance notice is required by the Governance and Assurance Office to review submitted documentation and co-ordinate the availability of signatories.
- The Governance and Assurance Office maintain a Seal Register which records the unique code, description and signatures for each deed transacted. However, it is the responsibility of the Sponsor to make arrangements for the safe retrieval, copying, onward progress and circulation of deed documentation to appropriate parties, and for its future safe storage.