

UNIVERSITY OF YORK

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 officers¹; 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:

¹ 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.²
- (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 are 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 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

² 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.

allowed, 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.

Stage	Actions	Notes
Review and negotiate	<p>The Sponsor considers whether the contract:</p> <ul style="list-style-type: none"> (i) contains appropriate terms and conditions; (ii) presents a risk profile that is acceptable to the University; and (iii) is deliverable. <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)³ 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 How to buy – the key rules.</p>

³ 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"> ▪ 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 ▪ 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 ▪ 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 ▪ restrictions on academic freedom or unduly onerous confidentiality clauses ▪ foreign law and jurisdiction clauses ▪ other legal/compliance risks that are not appropriately mitigated
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Approval and signature	<p>The template universal contract approval form set out in Appendix 3 (“Universal Contract Approval Form”)* should be completed by the Sponsor, setting out:</p> <ul style="list-style-type: none"> (i) high level particulars in relation to the contract; (ii) the categorisation of risk arising from the contract (low, medium or high) based on substance, value and duration; and (iii) stakeholders who have been involved in the contract review process. <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 Universal Contract Approval Form (unless a lighter touch approach has been authorised) to give assurance that the contract:</p> <ul style="list-style-type: none"> ▪ has undergone a risk assessment, and the risks associated with the contract are understood and accepted; ▪ is deliverable by the University; ▪ meets internal compliance processes; and ▪ meets internal governance requirements. <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 Information and Records Management Policy.</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"> ▪ it must be possible to find the contract during the period of retention; ▪ schedule of all contracts held within each area of the University should be available; and ▪ a complete version of the contract should be kept, include 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.
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.
- 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](#).
- 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 – Universal Contract Approval Form

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

July 2025

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
<p>1. General: 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.</p>	<p>Read contract</p> <p>Check definitions</p>
<p>2. Deliverables: 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.</p>	<p>Ask if any wording is not clear to you – make it simple so you clearly understand it</p>
<p>3. Term and termination:</p> <p>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</p>	<p>Check length of contract plus extensions</p> <p>Ensure there is a simple right to termination giving one to three months’ notice (i.e. without a need to</p>

<p>a period of longer than 12 months <u>unless</u> there is a compelling reason for doing so (e.g. to align with the 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 strongly recommended 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>prove any breach or time to remedy)</p> <p>Is there a right to terminate immediately if other party acts detrimentally to University's reputation?</p> <p>Do you want to renew? Or to have an option to renew – and at what point?</p>
<p>4. Consequences of termination: 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>What will happen if the contract terminates early? Do you need the other party to provide information or cooperate with you?</p>
<p>5. Payment: 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>Check payment details, dates and values</p>

<p>6. Warranties: 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 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>Warranties entitle other party to damages if breached</p> <p>Confirm warranties given by the University are essential, factually correct and achievable</p>
<p>7. Liability: 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>What could go wrong with the contract? How likely is this?</p> <p>Who would be responsible for this?</p>
<p>8. Indemnities: 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>What could go wrong and need the University to be compensated by the third party?</p> <p>Limit all indemnities given by the University – check if unsure</p>

<p>9. Insurance: 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>Does other party hold valid and appropriate insurance?</p> <p>Does the University's insurance apply? Seek advice from the Insurance team in this regard if necessary</p>
<p>10. Intellectual property: 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 University's background IPR, and ownership and use of any "foreground IPR" 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, the Commercialisation Team or Legal Services depending on the context.</p>	<p>Intellectual property licences, warranties and revenue sharing need to be negotiated and be in accordance with University's IP Regulation 12</p>
<p>11. Confidentiality: 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>The negotiations may require a separate Confidentiality Agreement / Non-Disclosure Agreement</p> <p>Consider what needs to be kept confidential and for how long</p>
<p>12. Data Protection: The University has clear information governance policies and procedures on how personal data should be dealt with. 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</p>	<p>Comply with University's Data Protection policies</p> <p>Does the contract contain personal data</p>

<p>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: dataprotection@york.ac.uk and the IT team in relation to information security requirements.</p>	<p>or special category data?</p> <p>Do you need a Data Protection Impact Assessment</p>
<p>13. TUPE: 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>Are staff or their job roles likely to be affected, could they be transferred to another organisation or vice-versa?</p>
<p>14. Policies: 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>Consult relevant University policies</p>
<p>15. Governing law and jurisdiction: The University's general policy is that England and Wales is the governing law of contracts and any 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>Governing law: the law applied to the interpretation of the contract</p> <p>Jurisdiction: forum for resolving contractual and other disputes between the parties</p> <p>Choose English law and English Courts</p>
<p>16. Export control: 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 there 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</p>	<p>Do export controls apply to the contract or the area of research covered? Where does it take place?</p> <p>Check guidance if you are unsure - breaching</p>

<p>if the UK's export controls apply, whether an exemption applies and, if necessary, apply for and obtain an export licence.</p> <p>For further information please see University Guidance on Export Controls.</p>	<p>export controls is a criminal offence</p>
<p>17. National Security and Investment Act 2021 allows the Government to scrutinise and intervene in certain acquisitions 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"> ▪ Advanced Materials ▪ Advanced Robotics ▪ Artificial Intelligence ▪ Civil Nuclear ▪ Communications ▪ Computing Hardware ▪ Critical Suppliers to Government ▪ Cryptographic Authentication ▪ Data Infrastructure ▪ Defence ▪ Energy ▪ Military and Dual-Use ▪ Quantum Technologies ▪ Satellite and Space Technologies ▪ Suppliers to the Emergency Services ▪ Synthetic Biology ▪ Transport <p>For further information please see Government guidance for the higher education and research-intensive sectors.</p>	<p>Is the University having anything acquired which might harm UK's national security?</p> <p>E.g. IP relating to one of 17 areas or a spin-out investor</p>

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 ⁴
Counter-party 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.	Deputy Vice-Chancellor Chief Finance and Operating Officer
Contract deliverables 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 Finance and Operating Officer

⁴ 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 the Faculty 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	Chief Academic Services Officer Finance Director Director of Estates Director of IT Services Faculty Dean
Liability/indemnity 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"> ▪ the overall contract value or benefit to the University (financial or otherwise); or ▪ the levels of insurance cover the University has in place/is able to obtain at a reasonable and proportionate cost 	Relevant Pro-Vice-Chancellor for their portfolio area Chief Finance and Operating Officer Faculty Dean Finance Director Director of Estates Director of IT Services
Intellectual property 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

<p>Compliance</p> <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>The contract requires the University be compliant with non-UK laws and regulations that are either 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>Deputy Vice-Chancellor</p> <p>Relevant Pro-Vice-Chancellor for their portfolio area</p> <p>Chief Finance and Operating Officer</p> <p>Faculty Dean</p>
<p>Governing law and jurisdiction</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</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</p>	<p>Deputy Vice-Chancellor</p> <p>Relevant Pro-Vice-Chancellor for their portfolio area</p> <p>Chief Finance and Operating Officer</p> <p>Faculty Dean</p>

<p>and time-consuming disputes about which law should apply.</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>against the other party. In essence, the value or benefit of the contract should outweigh the risk (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

Universal Contract Approval Form

This template form below (set out at pages 19 to 28 (inclusive)) 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 can be accessed as a standalone document at the following link: [Universal Contract Approval Form V1 Google version](#)

It is the Sponsor's responsibility to seek the appropriate input from stakeholders and ensure that the Universal Contract Approval Form is fully completed.

Explanatory note (July 2025):

The Universal Contract Approval Form below has been developed from, and consolidates, the following documents that have previously been in circulation and it is designed to replace them all.

- Contract Approval Form previously contained in Appendix 3 in the Contracts Framework (2024 version)
- Single Tender Action Form
- DTEF Land & Buildings approval form
- GAO's Request for the University Seal

Universal Contract Approval Form



Please complete each question unless you are directed to move on to another question or section.

Section A: Name/Title of Project/Contract and its description

1. Enter name/title of project/contract

2. Complete the paragraph below to give a brief summary of the project/summary

The University wishes to or is being asked to undertake this action/enter into this agreement/relationship because....

3a. What is the purpose of the contract/agreement?

- ☐ Lease (Go to Q3c)
- ☐ Deed (Go to Q3c)
- ☐ IP Contract (Go to Q4)
- ☐ Single Action Tender (Go to Q4)
- ☐ Other (Go to Q3b)

3b. If you selected Other, what type of document is it? (Then go to Q4)

3c. Who is the Landlord / Grantor/Third Party? (Go to Q3d, or if not applicable go to Q4)

3d. Who is the Tenant / Grantee? (If not applicable go to Q4)

4. Is this contract/purchase...

- ☐ new?

☐to be renewed?

☐a modification of an existing contract?

Section B: Requestor's Contact Details

5. Your name

6. Your email address

7. Your contact number

Declaration of interest

8. Do you or (to your best of your knowledge) a family member, friend or colleague have a financial interest or conflict of interest in this transaction?

☐ No (Go to Q9)

☐ Yes (Go to Q10)

9. If you answered yes, have you made a formal declaration on your department or the central declaration of interest's registers?

☐ No (Please ensure that you do register your declaration. Further information on how to do this can be found on the [University website](#). Then go to Q10.)

☐ Yes (Go to Q10)

Who is the alternative contact (This must be a named individual, not a generic admin address)

10. Alternative contact name

11. Alternative email address

12. Alternative contact number

Note: It is the responsibility of the alternative contact person to ensure that they do not have a financial interest or a conflict of interest in this transaction and to declare this in the appropriate way.

Section C: Key Deliverables

13. Provide a brief summary of what each party will deliver under the contract.

14a. Is this contract / purchase for research purposes?

☐ No (Go to Q14c)

☐ Yes (Go to Q14b)

14b. Is this purchase for research services where use of the proposed supplier is a condition of Research Grant Funding?

☐ No (Go to Q14c)

☐ Yes (Go to Q14c)

Research services include:

- 73000000-2 (research and development services and related consultancy services)
- 73100000-3 (research and experimental development services)
- 73110000-6 (research services)
- 73111000-3 (research laboratory services)
- 73112000-0 (marine research services)
- 73120000-9 (experimental development services)
- 73300000-5 (design and execution of research and development)
- 73420000-2 (pre-feasibility study and technological demonstration)
- 73430000-5 (test and evaluation)

Please note that the purchase of research equipment is *not exempt* from the public procurement regulations and quotes or tenders must be obtained.

14c. Is this contract / purchase for a software licence?

☐ No (Go to Q15)

☐ Yes (Go to Q14d)

14d. Have you checked with the IT Digital Services team before progressing licences for any types of the software below?

☐ No (Please contact IT Digital Services to see if you need to progress further. If yes, go to Q15)

☐Yes (Go to Q15)

- Services which require the use of software to deliver the services
- New software
- Upgrade to existing software
- New modules for existing software
- Pre-existing software which does not have a current CRA
- New Apps and applications
- Digital tools
- Digital tools incorporated into capital equipment / project
- Server space and platforms

15. How long will this contract / project last? Confirm term and anticipated end date?

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16. Confirm any existing clauses/break rights if they exist

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17. If this is a lease/deed, where is the space? (If not applicable go to Q19)

--

18. If this is a lease/deed, who owns the land and/or building? (If not applicable go to Q19)

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Section D: Cost (breakdown/Whole Life Cost)

19. What is the total value* of the purchase in pounds sterling (excluding VAT)?

* Explanatory note: The value should always be based on whole life cost (WLC).

- WLC is the total spend for the whole period that you wish to use the proposed supplier for specific types of goods/services. WLC is the combined price of the actual goods/services plus ongoing costs that the supplier may charge such as training, parts, maintenance, licences, staffing, consumables, disposal, etc.
- *Please do not agree to any upfront or part payments.*

20. Have you previously obtained tenders or quotes for this requirement?

☐ No

☐ Yes

If you answered yes, please give details below. If you answered no, please state full reasons for not obtaining tenders or quotes.

21. Have you attached a copy of the supplier's quotation/proposal?

To proceed with an order, the budget holder must be in receipt of a valid quotation/proposal. For this to be valid, it must contain an itemised breakdown of the goods/services being purchased including any academic discounts applied.

☐ No (Please obtain a quotation/proposal and then go to Q22)

☐ Yes (Upload a copy of the quotation/proposal and then go to Q22)

Section E: Risk Assessment

22. Who is the risk sponsor?

23. The risk to the University can be categorised as...?

- ☐ Low (Go to Q25)
- ☐ Medium (Go to Q24a and complete all sections)
- ☐ High (Go to Q24a and complete all sections)

Medium or High Risk Score (complete all questions in this sub-section)

24a. What are the key risks? Include a link to the risk register.

24b. If your contract/purchase relates to any of the following, you must obtain a copy of the Third Party Risk Assessment. Have you uploaded a link to the copy?

- Services which require the use of software to deliver the services
- New software
- Upgrade to existing software
- New modules for existing software
- Pre-existing software which does not have a current CRA
- New Apps and applications
- Digital tools
- Digital tools incorporated into capital equipment / project
- Server space and platforms

☐ No, this is not applicable. (Go to Q24d)

☐ Yes (Please upload a link to the document and go to Q24c)

24c. If your third part risk assessment relates to software, you must obtain confirmation from the Digital Services team that the risk assessment is acceptable. Have you uploaded a link to the confirmation?

☐ No (this is not applicable. Go to Q24d)

☐Yes (Please upload a link to the document and go to Q24d)

24d. Does the software/service include the sharing of personal data?

☐No (Go to Q25)

☐Yes (Please upload a link to the Data Protection Impact Assessment online screening questionnaire and then go to Q24e)

24e. If you needed to complete a full DPIA as a result of the screening check, have you attached confirmation from the University's Data Protection team that the impact assessment is acceptable?

☐No (Please obtain the confirmation, upload the link to it and then go to Q25.)

☐Yes (Please upload the link to it and then go to Q25.)

Section F: Contract Review (to date)

25. List all those involved in reviewing or approving the contract?

	Name	Email address	Highlight issues/concerns/advice raised	Date Reviewed
Sponsor				
HoD / Faculty Dean / PS Director				
Procurement				
Estates				
IT				
Legal				
Any other Committee / Board				

26. Who will manage the contract/service operationally? (NB. This may not be the person who approves the document)

Name	Email address	Contact Number

27. Final signatory/signatories of this contract approval form

	Name	Email address	Highlight issues/concerns/advice raised	Date Reviewed
Approver				
Approver				
Approver				

It is the requestor's responsibility to ensure that the appropriate member(s) of staff is/are asked to sign the original document. Further guidance on which staff members can sign documents on behalf of the University can be found in the University's [Scheme of Delegation](#), the [Financial Regulations](#) and the [Contract Framework](#).

28. Does the University Seal need to be applied to the document?

If you are not sure, read the available [further guidance on the use of the Seal](#) in the first instance and/or contact Legal Services (legal@york.ac.uk) and/or the Governance and Assurance Office (GAO) (governance@york.ac.uk) for advice.

☐ No (If you select no, and the approver(s) in Q28 has/have signed this document, then the original contract/agreement/document can now be signed appropriately.

☐ Yes (Go to Q29)

Section G: University Seal

29. What are the timescales and deadlines associated with the signing of this document?

30. How many copies of the document need to be signed?

31. On which pages should the signatories sign the document?

32. Where does the seal need to be affixed? (Be as specific as possible.)

33. Is a wet signature (pen and ink) required?

☐ No (If you select no this means that an electronic signature is *acceptable*, and the document will be signed using a legally acceptable software product, e.g. Docusign)

☐ Yes (Go to Q34)

34. Which of the following individuals can sign from the pool or authorised signatures?

University Ordinance 11 states that two designated individuals will be required to sign the document to be sealed. None of the designated individuals should sign the document if they have an existing conflict of interest. ([Council DOI](#) and [UEB DOI](#)).

☐ Vice-Chancellor & President

☐ Deputy Vice-Chancellor & Provost

☐ Chief Financial and Operating Officer

☐ Chief Academic Services Officer

☐ University Secretary

☐ Treasurer (Council member)

☐ Deputy Treasurer (Council member)

Once this section is complete, you can now liaise with the Governance Office to arrange for the document to be sealed. You will need to forward to them an completed e-copy of this document and the document to be sealed to governance@york.ac.uk in the first instance.

Appendix 4

Delegated Authority to Sign Contractual Documents on behalf of the University

GUIDANCE NOTES:

- This Appendix only applies once the contract has been through the review, negotiation and escalation process set out in the preceding sections of the Framework.
- For any contract that falls into any of the **significant and strategic contract** descriptions (section 1), 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 category and area of risk ownership below.
- While specific roles are nominated with delegated authority in this Appendix, an individual acting in a more senior capacity to the nominated role may also act as an authorised signatory.
- Even if delegated authority is given under this Appendix, no person shall be a signatory to a University contract where they also have an interest in the activities of the other party.
- Unless the document requires execution using the seal, only one signatory needs to sign. Where there is more than one possible signatory specified below, the individual holding the portfolio most closely matching the project should be asked to sign.
- Designated signatories may appoint a deputy of an appropriate level of seniority to sign on their behalf (e.g. to cover any absences or high volume of contracts), providing such authorisation is evidenced in writing.
- All financial values in the table below are **inclusive** of VAT.

Area within University with risk ownership	Contract and scope of delegation	Delegated authority – signatory	Special considerations
1. Significant and strategic contracts	Any contract, irrespective of financial value or commitment, which meets any of the following criteria: (a) impacts the University across one or more departments or functions); and/or	<ul style="list-style-type: none"> ▪ Vice-Chancellor ▪ Deputy Vice-Chancellor ▪ Chief Financial and Operating Officer 	Please refer to high risk factors at section 3 of this Framework

	<p>(b) is of strategic importance to the University; and/or</p> <p>(c) affects or may affect the University's financial standing, brand or reputation; and/or</p> <p>(d) is assessed as high risk.</p>		
	Any contract with an aggregate value exceeding £1,000,000 (£1 million) unless delegated authority is expressly given in this Appendix to an alternative individual for specific categories of contract	<ul style="list-style-type: none"> ▪ Vice-Chancellor ▪ Deputy Vice-Chancellor ▪ Chief Financial and Operating Officer ▪ Chief Academic Services Officer 	
	Any contract with an aggregate value up to £1,000,000 (£1 million) unless delegated authority is expressly given in this Appendix to an alternative individual for specific categories of contract	<ul style="list-style-type: none"> ▪ Vice-Chancellor ▪ Deputy Vice-Chancellor ▪ Pro-Vice-Chancellor ▪ Chief Financial and Operating Officer ▪ Chief Academic Services Officer ▪ Director of External Relations ▪ Faculty Dean 	
2. Procurement	Purchase of goods and/or services (including consultancy agreements) with an aggregate value over the lifetime of the contract of up to £500,000 for the specific area of responsibility of the authorised signatory	<ul style="list-style-type: none"> ▪ Faculty Dean ▪ Director of Finance ▪ Director of External Relations ▪ Director of Estates 	

	UNLESS it falls within any of the categories of strategic or significant contracts which are governed by section 1 above	<ul style="list-style-type: none"> ▪ Director of Accommodation, Campus and Commercial Services ▪ Director of IT Services ▪ Director of Human Resources ▪ Director of Student Education and Experience (Academic Registrar) ▪ Director of Library, Learning, Archives and Wellbeing & University Librarian ▪ Director of Research, Innovation, Knowledge and Exchange 	
	Contract for the purchase of goods and/or services (including consultancy agreements) with aggregate value over the lifetime of the contract of up to up to £10,000	<ul style="list-style-type: none"> ▪ Head of Academic Department or School ▪ Head of Department within Professional Services 	
3. Research and Commercialisation	Collaboration or partnership agreement (or similar) in relation to a research or commercialisation project	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research, Innovation, Knowledge and Exchange ▪ Faculty Dean 	

	Research bids and grant agreements over £1 million	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Faculty Dean 	
	Research bids and grant agreements up to £1 million	<ul style="list-style-type: none"> ▪ Associate Director of Research, Innovation, Knowledge and Exchange ▪ Faculty Dean 	
	Commercialisation agreements (including financial intellectual property licences / assignments granted by the University)	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research, Innovation, Knowledge and Exchange 	
	Agreement for clinical trials or research	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Faculty Dean 	
	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"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research, Innovation, Knowledge and Exchange ▪ Faculty Dean 	

		<ul style="list-style-type: none"> ▪ Head of Academic Department or School <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>	
	<p>Intellectual Property assignments granted to the benefit of the University</p> <p>All documents and forms relating to intellectual property applications, registrations or other formalities (including powers of attorney)</p>	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research Innovation, Knowledge and Exchange ▪ Head of Commercialisation 	
	<p>Contracts for training services provided by the University</p>	<ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research, Innovation, Knowledge and Exchange ▪ 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	
4. Finance and Treasury Management	Letters of engagement with external accounting bodies or other professional advisors	<ul style="list-style-type: none"> ▪ Chief Finance and Operating Officer ▪ Director of Finance 	
	Guarantees provided or received	<p>Approved signatory in connection with the use of the seal</p> <p>If a guarantee is not sealed then any guarantee given by the University must be signed by the Director of Finance or Deputy Director of Finance (in accordance with Financial Regulation 7.4)</p>	To be executed as a Deed – see Ordinance 11
	Disposal of, or security on, the University's financial assets (e.g. shares)	Chief Finance and Operating Officer	
	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)	Chief Finance and Operating Officer	
5. Spin-outs	Documents relating to formation of spin out companies (including corporate formation steps and intellectual property transfers /licences from the University to the spin-out)	Always in accordance with the principles and approvals set out by the Subsidiaries Management Group under its Annual Review of	

		<p>Governance of Spin-outs (or any similar document):</p> <ul style="list-style-type: none"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Chief Finance and Operating Officer 	
	<p>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 section 5 (Finance) above)</p>	<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"> ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research Innovation, Knowledge and Exchange ▪ Head of Commercialisation 	
6. Estates	<p>Sale or transfer of land Mortgages Charges Leases Surrenders of a legal estate or interest in land</p>	<p>One of approved signatories in connection with the use of the seal must be:</p> <ul style="list-style-type: none"> ▪ Chief Finance and Operating Officer <p>OR (to cover any absence)</p>	<p>To be executed as a Deed – see Ordinance 11</p>

		<ul style="list-style-type: none"> Deputy Vice-Chancellor 	
	Capital and physical infrastructure projects and revenue maintenance contracts up to £4,000,000	<p>Director of Estates PROVIDED THAT project has received prior approval from the Integrated Infrastructure Board and expenditure has been approved in line with SODA and the Financial Regulations</p>	<p>Refer to:</p> <ul style="list-style-type: none"> Paragraph 8 of the Table of Specific Delegations, which sets out approvals required to make decisions on capital, estates and infrastructure expenditure Financial Regulations, Appendix 1
	Capital and infrastructure projects and revenue maintenance contracts up to £100,000	<ul style="list-style-type: none"> Director of Estates Director of Accommodation, Campus and Commercial Services Assistant Directors, Directorate of Technology, Estates and Facilities <p>PROVIDED THAT contract has received prior approval from the Project Board (where required) and expenditure has been approved in line with SODA and the Financial Regulations</p>	<p>Refer to:</p> <ul style="list-style-type: none"> Paragraph 8 of the Table of Specific Delegations, which sets out approvals required to make decisions on capital, estates and infrastructure expenditure Financial Regulations, Appendix 1
	Guarantees up to £100,000	Chief Finance and Operating Officer	

7. IT and Digital	Digital and IT infrastructure projects, academic equipment purchases and revenue maintenance contracts up to £4,000,000	Director of IT Services PROVIDED THAT project has received prior approval from the Integrated Infrastructure Board and expenditure has been approved in line with SODA and the Financial Regulations	Refer to: <ul style="list-style-type: none"> Paragraph 8 of the Table of Specific Delegations, which sets out approvals required to make decisions on capital, estates and infrastructure expenditure Financial Regulations, Appendix 1
	Digital and IT infrastructure projects, academic equipment purchases and revenue maintenance contracts up to £100,000	Assistant IT Directors PROVIDED THAT contract has received prior approval from the Project Board (where required) and expenditure has been approved in line with SODA and the Financial Regulations	Refer to: <ul style="list-style-type: none"> Paragraph 8 of the Table of Specific Delegations, which sets out approvals required to make decisions on capital, estates and infrastructure expenditure Financial Regulations, Appendix 1
	Software and third party support contracts	<ul style="list-style-type: none"> Director of IT Services 	
8. Library, Archives and Learning Services	Licences with publishers, Contracts for Library and Information Systems and Agreements with agencies such as the Copyright Licensing Agency	<ul style="list-style-type: none"> Director of Library, Learning, Archives and Wellbeing & University Librarian 	
9. Disputes and Litigation	Entering into, defending and withdrawing from court or other legal proceedings with liability or	<ul style="list-style-type: none"> Chief Financial and Operating Officer 	

	settlement agreements exceeding £50,000 and signing court documents	<ul style="list-style-type: none"> ▪ Chief Academic Services Officer 	
	Settlement agreements up to £50,000	<ul style="list-style-type: none"> ▪ Director of Finance ▪ Director of Human Resources ▪ Director of Student Education and Experience (Academic Registrar) 	
10. Human Resources	Contracts of employment	Director of Human Resources or their authorised deputy	
	Contracts with external training suppliers	<ul style="list-style-type: none"> ▪ Director of Human Resources ▪ Assistant Director of HR Development 	
	Secondment Agreement	<ul style="list-style-type: none"> ▪ Director of Human Resources ▪ Assistant HR Directors ▪ HR Business Partners 	
11. International Recruitment, Partnerships and Mobility	Contracts with third party organisations involved in recruiting international students to York	<ul style="list-style-type: none"> ▪ Pro-Vice-Chancellor ▪ Director of External Relations 	
	Partnership and collaboration agreements with international higher education institutions, including: Articulation agreements	<ul style="list-style-type: none"> ▪ Pro-Vice-Chancellor ▪ Director of External Relations 	

	<p>Progression agreements</p> <p>Franchise agreements</p> <p>Validation agreements</p> <p>Dual and joint degree programmes</p> <p>Study Abroad Exchange and Visiting Student Agreements</p>		
	Institutional-level Memorandum of Understanding to collaborate with an overseas institution	<ul style="list-style-type: none"> ▪ Pro-Vice-Chancellor ▪ Director of External Relations 	
	Faculty or Department-level Memorandum of Understanding to collaborate with an overseas institution	<ul style="list-style-type: none"> ▪ Faculty Dean where terms are based on a pre-approved University template AND arrangement has been agreed by the International Recruitment, Partnerships and Mobility team 	
12. Teaching and Learning	<p>Partnerships and collaboration agreements with UK-based education institutions and providers, including:</p> <p>Joint ventures</p> <p>Validation agreements</p>	<ul style="list-style-type: none"> ▪ Pro-Vice-Chancellor 	
13. Student Experience	Student Placement Agreements and Non-Disclosure Agreements in connection with a placement/internship organised by the University	<ul style="list-style-type: none"> ▪ Chief Academic Services Officer ▪ Pro-Vice-Chancellor ▪ Associate Pro-Vice-Chancellor 	

		<ul style="list-style-type: none"> ▪ Director of Student Education and Experience (Academic Registrar) ▪ Faculty Dean ▪ School Dean <p>OR</p> <p>Head of Academic Department or School where written approval is in place from one of the authorised signatories above</p>	
	“Convention de Stage” agreement or other agreement in connection with non-credit bearing internship	<ul style="list-style-type: none"> ▪ Associate Pro-Vice-Chancellor ▪ School Dean <p>OR</p> <p>Head of Academic Department or School where written approval is in place from one of the authorised signatories above</p> <p>PROVIDED THAT relevant Department or Careers & Placements team have risk assessed and confirmed the internship is acceptable</p>	
	Settlement Agreements with students	<ul style="list-style-type: none"> ▪ Chief Academic Services Officer 	

		<ul style="list-style-type: none"> ▪ Director of Student Education and Experience (Academic Registrar) 	
	Student bursaries and scholarships	<ul style="list-style-type: none"> ▪ Chief Academic Services Officer ▪ Director of Student Education and Experience (Academic Registrar) 	
14. Gifts	Acceptance of gifts and donations over £100,000	Vice-Chancellor	Refer to: <ul style="list-style-type: none"> ▪ Paragraph 7.4 of the Table of Specific Delegations ▪ Philanthropy Recognition Due Diligence Policy
	Acceptance of gifts and donations above £25,000 up to £100,000	<ul style="list-style-type: none"> ▪ University Secretary ▪ Director of External Relations 	
	Acceptance of gifts above £5,000 up to £25,000	<ul style="list-style-type: none"> ▪ Director of Philanthropic Partnerships and Alumni ▪ Deputy Director of Philanthropic Partnerships and Alumni 	
	Acceptance of gifts up to £5,000	Office of Philanthropic Partnerships and Alumni in line with Philanthropy and Recognition Due Diligence Policy	

15. Miscellaneous	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"> ▪ Deputy Vice-Chancellor ▪ Pro-Vice-Chancellor ▪ Associate Pro-Vice-Chancellor (where deputising for Pro-Vice-Chancellor) ▪ Chief Finance and Operating Officer ▪ Chief Academic Services Officer ▪ Faculty Dean ▪ Director of Finance ▪ Director of Estates ▪ Director of IT Services ▪ Director of Accommodation, Campus and Commercial Services ▪ Director of External Relations ▪ Director of Research, Innovation, Knowledge and Exchange ▪ Associate Director of Research Innovation, Knowledge and Exchange 	
	Data Sharing Agreement or Data Processing Agreement	<ul style="list-style-type: none"> ▪ Deputy Vice-Chancellor ▪ Pro-Vice-Chancellor ▪ Associate Pro-Vice-Chancellor (where deputising for Pro-Vice-Chancellor) 	

		<ul style="list-style-type: none"> ▪ Chief Finance and Operating Officer ▪ Chief Academic Services Officer ▪ Director of Finance ▪ Director of External Relations ▪ Faculty Dean ▪ Head of Academic Department ▪ Head of Department within Professional Services 	
	Sponsorship agreement up to £100,000	<ul style="list-style-type: none"> ▪ Pro-Vice-Chancellor ▪ Associate Pro-Vice-Chancellor ▪ Chief Finance and Operating Officer ▪ Chief Academic Services Officer ▪ Director of Finance ▪ Faculty Dean 	
	Sponsorship agreement up to £10,000	<ul style="list-style-type: none"> ▪ Head of Academic Department or School ▪ Head of Department within Professional Services 	