

STANDING ORDER 1: Scheme of delegation for signing certain categories of contract and for authenticating non-contractual documents

1. PURPOSE AND LIMITATIONS

- 1.1. Under the Articles of Association approved by the Privy Council in September 2017, it is the duty of the Court of Governors to make such Rules in regard to the government and conduct of the University (2.4.9, Articles). The Court of Governors has the power to delegate certain of its powers under paragraph 17.1.1 of the Instrument and Articles (“the Instrument”).
- 1.2. This standing order was formally approved by resolution of the Court of Governors on 5 May 2014 and amended by agreement of the Court thereafter. The purpose of the standing order is to:
- (i) formally define the post-holders who are authorised to sign certain contracts made by the University;
 - (ii) formally confirm the existing powers of the Company Secretary, as defined in the Articles of Association (Article 1.1);
 - (iii) designate certain post-holders as authenticators of non-contractual documents in cases where no other legal or University rule applies as to authentication.
- 1.3. Nothing in this Scheme of Delegation curtails the power of the directors (“governors”), or of the Company Secretary to sign any University contract.
- 1.4. This Scheme applies only to University contracts made under English law. Any other contracts being governed by the law of another country can be signed only by governors and the Company Secretary.
- 1.5. This Scheme does not apply to contracts exceeding £3 million in value or exceeding a minimum term of 10 years, which can be signed only by governors and the Company Secretary. Lower financial ceilings for some categories of contract are also specified in the Scheme.
- 1.6. References to contracts made entirely ‘in writing’ include electronic documents.
- 1.7. References to ‘sign’ or ‘signature’ include electronic signatures¹ in accordance with all relevant legislation.
- 1.8. Unless specifically provided otherwise, where more than one post-holder is listed each post-holder may act individually.

2. SCHEME OF DELEGATION

2.1. The Company Secretary

Subject to the provisions of the Act, a Company Secretary may be appointed by the Court of Governors² and the Company Secretary may be removed by the Court (Paragraph 30, Instrument). The Company Secretary is authorised to sign any category of University contract. The Company Secretary shall remain fully subject to any statutory and other formality requirements (such as those relating to Deeds) which require certain contracts to be signed by more than one signatory per party.

¹ Including cloud-based e-signature services such as Adobe sign and DocuSign

² The Court of Governors appointed the University Secretary and Chief Operating Officer to the role of Company Secretary on 6 June 2018.

2.2. University contracts governed by foreign legal systems and/or subject to exclusive foreign jurisdiction

The Court of Governors delegate authority to sign University contracts governed by any system of law other than English law, and/or subject to the exclusive jurisdiction of the courts of any country or territory other than England, to the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the University Secretary and Chief Operating Officer (the “USCOO”), and the Company Secretary.

2.3. Deeds

2.3.1. Subject to any statutory and other formality requirements (such as use of the Company Seal), any contract or other document made by Deed, of whatever value or nature, shall be:

- a) signed by a governor, with the signature witnessed by either the Company Secretary or a second governor; or
- b) signed by two governors; or
- c) signed by a governor and the Company Secretary.

2.3.2. The authorisations specified below do not apply to contracts or other documents made by Deed, of whatever value or nature.

2.4. Estates Planning and Services Contracts

In addition to the governors and the Company Secretary, and subject to the provisos set out below and the University’s Procurement Policy:

2.4.1. the Court of Governors expressly authorise the Director of Estates Planning and Services, the Director of Finance and the USCOO to sign any Estates Planning and Services contract not exceeding £3 million in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Projects	Construction contracts	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Projects	Consultant Appointments	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Projects	Consultant Framework Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Maintenance	Contractor Partnering Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Cleaning	Contractor Partnering Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Security	Contractor Partnering Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Catering	Contractor Partnering Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.
Maintenance	Consultant Framework Agreements	Any governor, the Company Secretary, the Director of Estates Planning and Services, and the USCOO.

2.4.2. the Court of Governors expressly authorise, in addition to the Director of Estates Planning and Services, the Director of Finance and the USCOO, the following post holders to sign the following written Estates Planning and Services contracts not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Estates – Energy/ Utilities	Supplies of Utilities	Head of Sustainability; Associate Director for Capital Developments
Estates Operations	Supplies of Estates advice and consultancy services	Campus Services Manager; Estates Business Manager; Estates Services Manager; Associate Director for Capital Developments
Estates Operations	Leasing of ad hoc/decant space including furniture for exams/events	Campus Service Manager; Associate Director for Capital Developments
Estates Operations	Leasing of catering/ office/cleaning/ maintenance equipment or supplies	Estates Business Manager or a Campus Service Manager; Associate Director for Capital Developments
Estates Operations	Supplies of additional maintenance, security and cleaning services (outside of contractor partnering agreements)	Campus Service Manager; Associate Director for Capital Developments
Estates Operations	Contracts for general Estates services e.g. pest control, car parking, grounds maintenance	Campus Services Manager; Associate Director for Capital Developments

2.4.3. The following provisos apply to all Estates Planning and Services contracts:

- (i) Estates Planning and Services contracts governed by any system of law other than English law and/or which are subject to the exclusive jurisdiction of the courts of any country or territory other than England shall be signed only by one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the USCOO, and the Company Secretary.
- (ii) Estates Planning and Services contracts shall not include contracts for the purchase of legal advice or representation.
- (iii) Estates Planning and Services contracts shall not include employment contracts.
- (iv) All Estates Planning and Services contracts shall be made entirely in writing.
- (v) In the event of any inconsistency between the University's Financial Regulations as from time to time amended and this Scheme of Delegation, the Financial Regulations shall prevail.
- (vi) In the event of any inconsistency between the University's purchasing rules as from time to time amended and this Scheme of Delegation, the purchasing rules shall prevail.

2.5. Information Systems and Support Contracts

In addition to the governors and the Company Secretary, and subject to the provisos below:

2.5.1. the Court of Governors expressly authorise the Director of Information Systems and Support, the Director of Finance and the USCOO to sign any Information Systems and Support contract not exceeding £3 million in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

- 2.5.2. the Court of Governors expressly authorise the Director of Information Systems and Support to sign any Information Systems and Support contract, and the Director of Estates Planning and Services to sign any contract for construction or major refurbishment works relating to one or more of the Data Centres, where such contracts do not exceed £500,000 in value or a minimum term of 10 years and are governed by English law and subject to the jurisdiction of the English courts.
- 2.5.3. the Court of Governors expressly authorise the following persons, in addition to the governors, the Company Secretary, the Director of Finance and the Director of Information Systems and Support, to sign the following written Information Systems and Support agreements not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
IT Operations	Software licences such as Microsoft Campus, Adobe, NetIQ	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Datacentre related maintenance contracts (other than construction and/or major refurbishment)	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Hardware maintenance contracts	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Contracts for the delivery of data communications services	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Service level agreements and licence renewals for Corporate Application Systems	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Licences for security software, including firewall licensing and support	Head of IT Development, Head of IT Operations or Head of Digital Transformation
IT Operations	Service Level Agreements for security and identity management services	Head of IT Development, Head of IT Operations or Head of Digital Transformation

2.5.4. The following provisos apply to all Information Systems and Support contracts:

- (i) Information Systems and Support contracts which are governed by any system of law other than English law and/or which are subject to the exclusive jurisdiction of the courts of any country or territory other than England shall be signed only by one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the USCOO, and the Company Secretary.
- (ii) Information Systems and Support contracts shall not include contracts for the purchase of legal advice or representation.
- (iii) Information Systems and Support contracts shall not include contracts of employment.
- (iv) All Information Systems and Support contracts shall be made entirely in writing.
- (v) In the event of any inconsistency between the University's Financial Regulations as from time to time amended and this Scheme of Delegation, the Financial Regulations shall prevail.
- (vi) In the event of any inconsistency between the University's purchasing rules as from time to time amended and this Scheme of Delegation, the purchasing rules shall prevail.

2.6. Digital Engagement and Library Services Contracts

In addition to the governors and the Company Secretary, and subject to the provisos below:

- 2.6.1. the Court of Governors expressly authorise the Director of Student and Academic Services, the Director of Finance and the USCOO to sign any Digital Engagement and Library Services contract not exceeding £3 million in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.
- 2.6.2. the Court of Governors expressly authorise the Director of Student and Academic Services to sign any Digital Engagement and Library Services contract where such contracts do not exceed £500,000 in value or a minimum term of 10 years and are governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Learning Innovation and Digital Engagement	Contracts for the purchase and implementation of Learning Innovation and Digital Engagement	Governors, the Company Secretary, and the Director of Student and Academic Services
Library and Archive Services	Contract for the library management system	Governors, the Company Secretary, and the Director of Student and Academic Services
Library and Archive Services	Institutional Copyright licences (print and electronic)	Governors, the Company Secretary, and the Director of Student and Academic Services

- 2.6.3. the Court of Governors expressly authorise the following persons, in addition to the governors, the Company Secretary, the Director of Finance and the Director of Student and Academic Services, to sign the following written Digital Engagement and Library Services agreements not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Learning Innovation and Digital Engagement	Service Level Agreements and licence renewals for Learning Innovation and Digital Engagement	Associate Director Digital Engagement and Library Services
Library and Archive Services	Contracts for archive services	Associate Director Digital Engagement and Library Services or Head of Library and Archives Services
Library and Archive Services	Hardware Maintenance contract	Associate Director Digital Engagement and Library Services or Head of Library and Archives Services
Library and Archive Services	Licences and contracts for the supply of Electronic and print information resources (journals, databases etc)	Associate Director Digital Engagement and Library Services or Head of Library and Archives Services

2.6.4. The following provisos apply to all Digital Engagement and Library Services contracts:

- (i) Digital Engagement and Library Services contracts which are governed by any system of law other than English law and/or which are subject to the exclusive jurisdiction of the courts of any country or territory other than England shall be signed only by one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the USCOO, and the Company Secretary.
- (ii) Digital Engagement and Library Services contracts shall not include contracts for the purchase of legal advice or representation.
- (iii) Digital Engagement and Library Services contracts shall not include contracts of employment.
- (iv) All Digital Engagement and Library Services contracts shall be made entirely in writing.
- (v) In the event of any inconsistency between the University's Financial Regulations as from time to time amended and this Scheme of Delegation, the Financial Regulations shall prevail.
- (vi) In the event of any inconsistency between the University's purchasing rules as from time to time amended and this Scheme of Delegation, the purchasing rules shall prevail.

2.7. Commercial Services Contracts

2.7.1. In addition to the governors and the Company Secretary, and subject to the provisos below, the Court of Governors expressly authorise, in addition to the Director of Finance and the USCOO, the following post holders to sign the following written Commercial Services contracts not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Summer Accommodation	Contracts	Associate Director (Commercial Services)

2.7.2. The Court of Governors expressly authorise the following commercial contracts governed by English law and not exceeding £500,000 in value or a minimum term of 10 years to be made using standard written conditions stipulated by the University without requiring a University counter-signature.

Division	Agreements	Signatories
Conference and Venues	Contracts	Clients accept standard terms stipulated by the University, with no University counter-signature
Sports and Leisure	Memberships	Clients or students accept standard terms stipulated by the University, with no University counter-signature

2.8. Student Accommodation Contracts

2.8.1. In addition to the governors and the Company Secretary, and subject to the provisos below, the Court of Governors expressly authorise, in addition to the Director of Student and Academic Services, the Director of Finance and the USCOO, the following post holders to sign the following written Student Accommodation contracts not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

Division	Agreements	Signatories
Student Accommodation	Contracts	Head of Student Support and Residential Life

2.8.2. The Court of Governors expressly authorise the following commercial contracts governed by English law and not exceeding £500,000 in value or a minimum term of 10 years to be made using standard written conditions stipulated by the University without requiring a University counter-signature.

Division	Agreements	Signatories
Student Accommodation	Licences (per semester, or for 36 weeks, or for 51 weeks)	Students use check-boxes to accept online standard terms stipulated by the University, with no University counter-signature

2.9. Apprenticeships Contracts

2.9.1. In addition to the governors, the Company Secretary and the USCOO, the Court of Governors expressly authorise the Director of Business Engagement to sign any Apprenticeship Training Agreement not exceeding £100,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

2.9.2. In addition to the governors, the Company Secretary and the USCOO, the Court of Governors expressly authorise the Senior Manager Apprenticeships to sign any Apprenticeship Training Agreement not exceeding £30,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

2.10. Research and Knowledge Exchange Contracts

In addition to the governors and the Company Secretary, and subject to the provisos below:

2.10.1. the Court of Governors expressly authorise the Deputy Vice-Chancellor (Research and Knowledge Exchange), the Director of Finance and the USCOO to sign any Research and Knowledge Exchange contract not exceeding £3 million in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

2.10.2. the Court of Governors expressly authorise the Deputy Vice-Chancellor (Research and Knowledge Exchange), the USCOO, the Director of Finance and the Head of the Research and Knowledge Exchange Office to sign any Research or Knowledge Exchange contract not exceeding £500,000 in value or a minimum term of 10 years governed by English law and subject to the jurisdiction of the English courts.

2.10.3. For the purposes of this Scheme of Delegation, the primary meaning of Research and Knowledge Exchange contract is a contract for the supply of research services or for the transfer of knowledge, expertise and skills, including short courses. Research and Knowledge Exchange contracts shall also include non-disclosure/confidentiality agreements, material transfer agreements, collaboration agreements, consortium agreements, memoranda of understanding and consultancy agreements.

2.10.4. Research and Knowledge Exchange contracts shall furthermore include:

- (i) subcontracts and other written agreements under which the University purchases research and ancillary services from other parties, or under which the University supplies research services to other parties who are not the primary sponsor of the work (for example, arrangements in which the University acts as subcontractor to another higher education institution (HEI), where that other HEI is in receipt of a research council grant in respect of the work to which the University is contributing; and

2.10.5. The following provisos apply to all Research and Knowledge Exchange contracts:

- (i) Consultancy contracts are managed through the University's wholly owned subsidiary company, University of Westminster (Trading) Ltd, and the arrangements for signature of consultancy contracts fall outside the scope of this Scheme of Delegation.

- (ii) Research and Knowledge Exchange contracts which are governed by a system of law other than English law and/or which are subject to the exclusive jurisdiction of the courts of any country or territory other than England shall be signed only by one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the USCOO, and the Company Secretary.
- (iii) Research and Knowledge Exchange contracts shall not include contracts for the purchase of legal advice or representation.
- (iv) Research and Knowledge Exchange contracts shall not include contracts of employment.
- (v) All Research and Knowledge Exchange contracts shall be made entirely in writing.
- (vi) In the event of any inconsistency between the University's Financial Regulations as from time to time amended and this Scheme of Delegation, the Financial Regulations shall prevail.
- (vii) In the event of any inconsistency between the University's purchasing rules as from time to time amended and this Scheme of Delegation, the purchasing rules shall prevail.

2.11. Contracts made by Heads of College ("Heads' Contracts")

2.11.1. In addition to the governors and the Company Secretary, and subject to the provisos below, the Court of Governors expressly authorise each Head of College to sign Heads' Contracts, and that the , the Director of Finance and the USCOO be additionally authorised to sign any Heads' contract where such contracts do not exceed £100,000 in value or a minimum term of 10 years and are governed by English law and subject to the jurisdiction of the English courts.

2.11.2. For the purposes of this Scheme of Delegation, Heads' Contracts are University contracts governed by English law and subject to the jurisdiction of the English courts in respect of the purchase or supply of goods and/or services (which are not related to the acquisition, disposal, or modification of University land or buildings), where such goods and/or services are to be used exclusively in, or supplied exclusively from, the Head's own College.

2.11.3. The following provisos apply to all Heads' Contracts:

- (i) Heads' Contracts which are governed by a system of law other than English law and/or which are subject to the exclusive jurisdiction of the courts of any country or territory other than England shall be signed only by one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the USCOO, and the Company Secretary.
- (ii) Heads' Contracts shall not include contracts for the sale or supply by the University of any goods and/or services.
- (iii) Heads' Contracts shall not include contracts for the purchase of legal advice or representation.
- (iv) Heads' Contracts shall not include contracts of employment.
- (v) All Heads' Contracts shall be made entirely in writing.
- (vi) In the event of any inconsistency between the University's Financial Regulations as from time to time amended and this Scheme of Delegation, the Financial Regulations shall prevail.
- (vii) In the event of any inconsistency between the University's purchasing rules as from time to time amended and this Scheme of Delegation, the purchasing rules shall prevail.

2.12. Authentication and certification of documents

- 2.12.1. The Court of Governors has agreed the following procedure for the authentication and certification of non-contractual documents (including, but not limited to, statutory declarations, statements of truth, and declarations of honour):
- 2.12.2. Unless any other legal or University rule or request from a third party requires a document to be authenticated or certified by other persons and/or processes, a document which is not a contract shall be deemed made or issued by the University if it is signed by:
- (i) one or more of the Chair of the Court of Governors, the Vice-Chancellor, the Deputy Vice-Chancellors, the Company Secretary, or the USCOO, or by
 - (ii) two or more governors not listed at 2.9.1 (i) above, or by
 - (iii) any one or more of the post-holders listed at 2.9.1 (i) above plus a governor not listed at 2.9.1 (i) above.
- 2.12.3. If a document is an application or a tender, and if it requires an institutional counter-signature without stipulating that the signature be made by any specific post-holder(s), the document may validly be signed by any one or more of the Vice-Chancellor, the Deputy Vice-Chancellors, the Company Secretary, the USCOO, or any governor.
- 2.12.4. None of these authentication and certification provisions shall replace existing or future arrangements for electronic approval of applications or tenders for external research funding.